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ABSTRACT

The book contains exercises for the participants in a collective bargaining course designed to assist public sector managers in attaining a stable and productive labor relations environment. Each exercise has been keyed to an appropriate point in the instructor's manual. A number has been assigned to each exercise; the exercise is designated as "CM" to denote "Case Material", a roman numeral which corresponds to the unit in which it is used, and an arabic numeral which places it in sequence with the rest of the materials in the unit. Types of materials include quizzes, completion charts, discussion question, and background information on labor situations to be used with the course negotiations simulation and other exercises. The units are: The Collective Bargaining Process: An Overview (1 item); Why and How Workers Join Unions (5 items); Petition, Election, and Recognition Stages (5 items); The Negotiation Process (11 items); Negotiations (Simulation) (3 items); Contract Administration (17 items); and an In-Basket Exercise. It is recommended that each course participant have a copy of the book. (Author/MS)

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CASE MATERIAL

ED117380

Collective Bargaining for Public Managers (State and Local)

CE006012

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Where Does Your State or Local Government Fit?

CATEGORIES OF PUBLIC SECTOR COLLECTIVE BARGAINING	STATE and/or LOCAL GOVERNMENTAL UNITS
Collective Bargaining Prohibited	
No Law	
No Law — Attorneys General or Court Decisions	
Meet and Confer Law	
Collective Bargaining Law — No Strike	
Collective Bargaining Law — No Strike Allows Union Security	
Collective Bargaining Law — Right to Strike	

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QUIZ

WHAT DO WORKERS WANT MOST FROM THEIR JOBS?

Let us try to put ourselves in a worker's shoes and figure out which things **he wants most** from his job.

Of the following 10 items (all of which are important to him,) list in the column "My Rating" the items in order of importance. Place a "1" after the item you think workers want most, a "2" after the next most important item, and so forth.

Remember, it's not what you want but what you think the worker wants.

	My Rating	* W	* F	This Group
1. Help on personal problems				
2. Interesting work				
3. High wages				
4. Job security				
5. Personal loyalty of foreman				
6. Tactful discipline				
7. Full appreciation for work done				
8. Feeling of belonging				
9. Good working conditions				
10. Promotion in the company				

* W – Workers
F – Foremen/supervisors

Originally developed by: **The University of Wisconsin, University Extension, Department of Business and Management.**

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QUIZ

ORGANIZING SITUATION: PROPOSED MANAGEMENT RESPONSE

Local 707 of the State Employees Union has been actively organizing the employees of your agency. Your agency is subject to the provisions of the state collective bargaining law.

Local 707 has several professional organizers who have contacted employees at their homes and on the job. They have called several meetings of employees by hand-billing employees on the sidewalk before they report to work, and by leaving notices on employee cars during the day. The organizers have formed an employees organizing committee, which is distributing literature to fellow employees and talking up the union during and after work hours. The organizers are asking employees to sign authorization cards in favor of Local 707. Reports from supervisors, who have seen this activity, are that the campaign is going well for the union.

The union's campaign has been geared to what it has been able to do for employees in other states. Some of the union's claims of accomplishments in leaflets are exaggerated and not based on fact.

In the face of these activities, the management officials of your agency have made tentative decisions on a course of action. They have submitted their proposals to you for comment.

1. Issue the following statement: In response to the many inquiries from our employees regarding their rights, we quote the state law regarding the rights of each employee of the executive branch of the State Government freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to REFRAIN from any such activity, and each employee shall be protected in the exercise of this right."

2. Issue a statement prohibitng the use of official duty time for the solicitation of membership.

3. Prohibit individuals who are not agency employees from using agency facilities, such as bulletin boards, mail system.

4. Immediately convene the Employee Advisory Board, nominees to which are submitted by division chiefs, to review and make recommendations regarding proposed changes to the Merit Promotion Plan.

5. In response to questions from some employees who are opposed to the union, management has tentatively decided to permit them to campaign against the union and will allow them to use space on several bulletin boards.

6. Management officials propose a complete ban on the display of insignia. Management will not allow employees to wear badges, buttons, nor to display stickers on the outside of brief cases.

7. Your key officials have decided to continue soliciting employee views in the formulation and change of personnel policies and practices which affect them. Such solicitation will be conducted through employee meetings and by sampling of employee views.

8. In order to insure efficient operation of the agency, management will instruct its supervisors to firmly discourage any discussions of the organizing campaign.

9. Reacting strongly to such handbills as:
"MORE PAY AND A HOLIDAY", "THIS AGENCY PRACTICES SELF-SERVICE NOT PUBLIC SERVICE," management proposes to hold a group meeting of all employees to rebut these statements.

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QUIZ

ORGANIZING SITUATION: ENOUGH IS ENOUGH

John Smith is a very hot-tempered supervisor and expects unflinching obedience from his subordinates. By the same token, he expects the same behavior from himself in his relationship with top management. Therefore, when the order came down to be neutral during the recent union organization drive, Smith bent over backwards to hide his own personal feelings about these "outsiders".

As the campaign wore on, however, Smith found it harder and harder to remain neutral. All this organizing was cutting into his efficiency in which Smith takes great pride. Finally, Smith could take no more: five of his people had been arguing for a solid fifteen minutes over the relative merits of the union, neglecting their work and disturbing others. Smith exploded. He threatened to suspend anyone who ignored his work by organizing for the union. He did not mention equivalent punishment for those who ignored their work by organizing against the union.

Upon hearing of this, management immediately re-stated its official position of neutrality and officially censured Smith. The union filed an unfair labor practice alleging that Smith's "inflammatory" language had done permanent damage to the exercise of the employees' right to join or not to join a union.

What are your opinions of the outcome of this ULP?

Is management responsible for expressly prohibited statements by its supervisors? Even after disavowing responsibility?

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QUIZ

ORGANIZING SITUATION: WHERE CAN THE UNION ORGANIZE?

Unions A, B, and C are seeking exclusive representation for a unit of employees in the Urban Development Agency, and they are in the midst of the pre-election campaign. A non-employee representative of Union A wants to electioneer in working areas where some employees eat their lunches. The chief Administrator of the Agency has imposed restrictions on electioneering by refusing to consider the working areas where employees eat their lunches as "authorized lunch locations." These restrictions apply equally to all three contending unions.

Union A files an objection with the Regional Administrator alleging that the agency has violated the Unfair Labor Practices provisions of the collective bargaining law.

1. Is this an unfair labor practice?

2. What arguments would each side make?

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QUIZ

ORGANIZING SITUATION: A MARGINAL EMPLOYEE

Robert Jones, a mail room employee, is a trouble-maker according to his supervisor, Thelma Ryan. A day seldom passes in which Jones isn't avoiding his assignments. At best his performance is marginal.

Feeling that his supervisor is always giving him a raw deal and that he is woefully underpaid, Jones joins the highly militant National Clerical Alliance union in order to strike back at management. He sets out to organize his unit single-handedly with a great deal of fervor.

Ryan discovers Jones interrupting the work of some of the mail handlers by haranguing them about joining NCA. She had previously seen him passing out NCA literature during work time. Controlling her temper, she immediately reports to you, the bureau chief, demanding that she be allowed to fire Jones. If it were for any other infraction, you would be just as glad to throw Jones out as Thelma Ryan would be, but you are concerned about how to handle a union representative.

What will you do? and why?

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DISCUSSION PROPOSITION

PROPOSITION # 1

The composition and size of the bargaining unit is a matter which mostly concerns the union seeking recognition. For management, it really doesn't matter how the unit is constituted, as long as such categories as supervisors, managers and guards are excluded from the unit.

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UNIT DETERMINATION EXERCISE

The ABC Agency

Background

You are the State Director of the ABC Agency *(see chart)*. This agency has approximately 60 employees in four locations within the state. The mission of the organization is to provide advice and assistance to county and local governments regarding State welfare assistance programs.

At the state level, there are two State Field Supervisors, each having line supervision over half the subordinate staff. Also at the state level is an administrative staff with personnel, financial, and housekeeping responsibilities for the entire state organization, and program staff specialists.

Field Offices are located at Smithville, Sterling, Salem, and Columbia. Field Office Supervisors are at the same pay level. Journeyman specialists are one grade lower, and are assigned a specific group of cities and counties. Their post-of-duty is in the Field Office city. Substantial travel is required. The normal pattern is to hire recent college graduates. New employees are trained for one year at the State Office level and then assigned to a Field Office as needs arise. After field assignment, an employee may be promoted 3 times on the job before he reaches the Journeyman Specialist level. Promotion opportunities for journeymen are generally to Field Office Supervisor positions or to staff specialist positions at the State Office Level.

Field Office Supervisors keep things moving in the field. They iron out any differences between the journeyman worker and the clients. They have authority to make temporary adjustments in city and county assignments, but not permanent changes. They evaluate performance and initiate disciplinary or adverse actions through informal discussions with the State Field Supervisor, who initiates any formal action required.

State Field Supervisors visit the Field Offices on the average of four times a year. They arrange for changes in office space, revisions of the work-week, changes in work policies and procedures, etc., through the technical or administrative staff in the State Office. All personnel management and travel policies are retained at the State level.

The pattern described is similar for each Field Office.

Union Request

The Federation of Assistance Workers (FAW) has petitioned for exclusive recognition for non-supervisory employees at Columbia. In the petition, they point out that the employees have a definite community of interest in that they (1) work out of the same office, (2) work under common supervision, (3) have similar working conditions and job assignments, and (4) reside in the same community.

Items to Consider

1. Is the Columbia Field Office an appropriate bargaining unit?

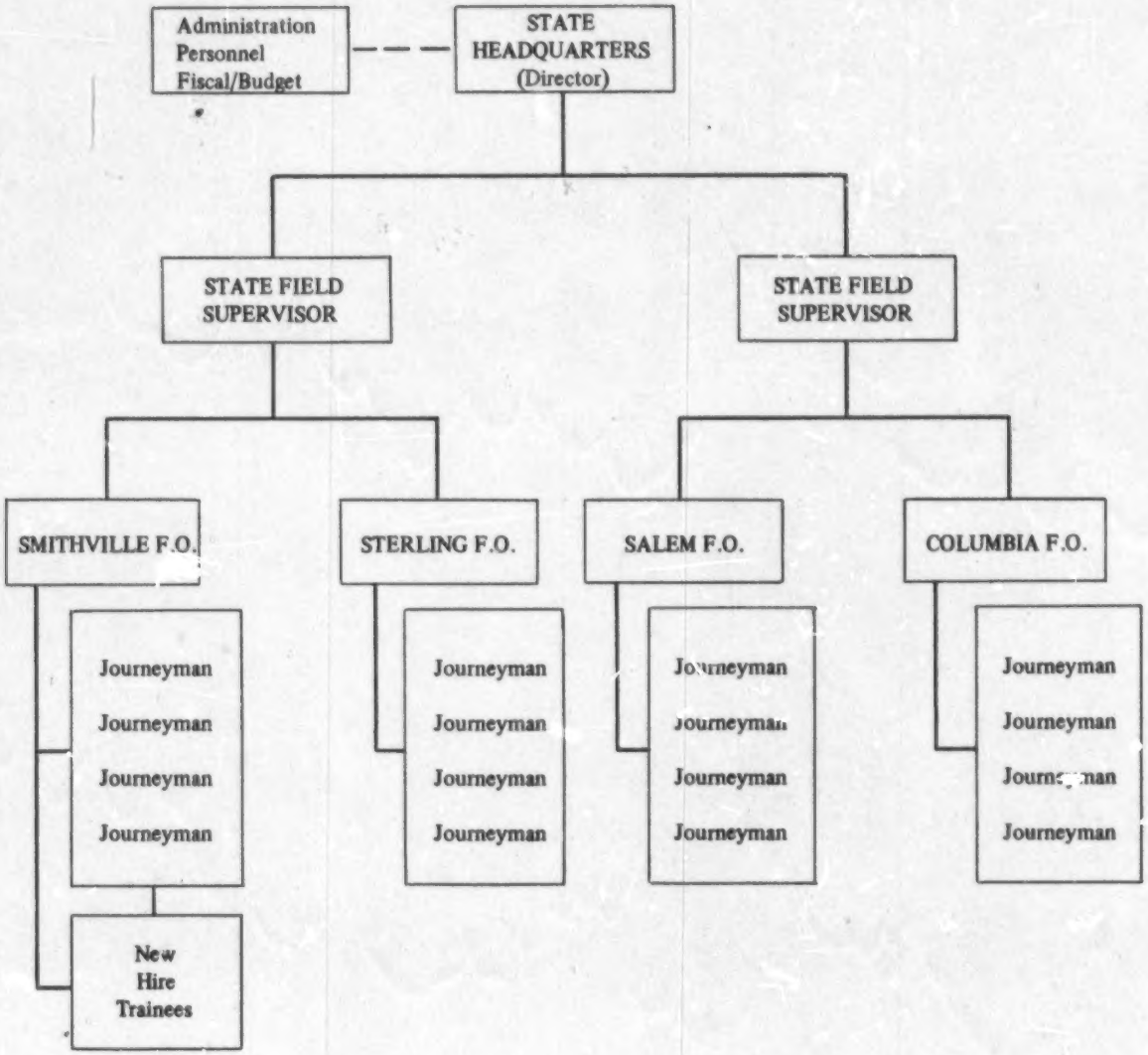
2. Is the Columbia Field Office the most appropriate bargaining unit?

3. What arguments can be developed for the unit?

4. What arguments can be developed against the unit?

5. What would you, as management, do after receiving the unit petition?

6. Discuss applicable portions of your state/local statute in terms of this case.



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DISCUSSION PROPOSITION

PROPOSITION # 2

Once the date has been set for the representation election, management should conduct a concerted "get-out-the-vote" campaign through use of massive publicity and should make special arrangements for all eligible employees to vote.

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ELECTION

John Smith, supervisor of the Audit Section, was very interested in the upcoming election to determine whether the Amalgated Auditors would be the exclusive representative for employees in his activity. He believed strongly in the democratic process and felt that all employees should have the opportunity to indicate whether or not they wanted the AU to be their exclusive representative.

On the day before the election, he called a meeting of the employees in his section and urged them to vote. He said he felt so strongly about this that he would personally escort everyone to the polls and make sure they voted.

Sam Blaird, one of Smith's subordinates and an AU official, voiced some objections to Smith's escorting everyone to the polls. Smith responded by saying, "Sam, if you worked half as hard on the job as you do for the union, you would be two grades higher now."

The next day, Smith made certain that everyone voted and in two instances personally escorted employees to the polling booth.

1. Do you think John Smith acted properly (1) on the day before election and (2) on election day?

2. Would you have acted differently? In what way?

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DISCUSSION PROPOSITION

PROPOSITION # 3

It is inappropriate for a union to represent all the employees in the bargaining unit, especially those who: (1) did not vote, (2) voted against the union and (3) are not union members.

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SELECTING THE MANAGEMENT NEGOTIATING TEAM

The National Association of Government Employees has just been certified the exclusive representative for the employees in your agency. As the Director of your agency you have the responsibility for selecting a negotiating team to represent management at the forthcoming negotiations. You have to decide on whom the chief spokesman will be and what other management representatives will be on the negotiating team.

1. What qualifications should the chief spokesman have?

2. What other members of agency management should be on the negotiating team?

3. How many members should be on the team?

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AUTHORITY TO NEGOTIATE

The Agency Head has just designated you chief spokesman for the management negotiating team. You have been told that the Agency Head has all the confidence in the world in your abilities and that you will be speaking on behalf of management in negotiating with the union. You have just returned to your office and are trying to figure out the best way to approach your new responsibilities. Suddenly, it dawns on you that you are not sure exactly what authority you have.

1. What do you need in the way of authority?

2. How do you obtain this authority?

3. What system of communication do you need with top management?

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COLLECTION OF BARGAINING DATA

As the chief spokesman for the management negotiating team you have come to realize that preparing for negotiations is no easy task. It requires a lot of time and work. In order to prepare for negotiations in a systematic way you have decided to jot down those sources from which you might gather the information and data you will need at the bargaining table.

1. What kinds of information will you need to properly prepare for negotiations?

2. Where will you get this information?

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ANTICIPATING UNION DEMANDS

You are a member of the management negotiating team and have been given the responsibility to look into your "crystal ball" and to come up with some ideas on what demands the union will make at the bargaining table. This is a good idea because by anticipating the union's demands the management negotiators will have ample time to research and prepare their responses to these demands.

Where might you go to get the information necessary to anticipate the union's bargaining demands?

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GROUND RULES FOR NEGOTIATIONS

During the first meeting you attended as a member of the management negotiating team someone raised the issue of ground rules.

1. What are ground rules?

2. What kinds of things would ground rules encompass?

3. Why are ground rules necessary?

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REFUSAL TO SELECT A DATE

Management refused to select a date upon which to negotiate because of illness not only of a member of the team but also because of illness of a subordinate of another negotiator.

1. Is refusal to select a date an example of bad faith?

2. Is illness of a team member sufficient justification for not selecting a date?

3. What about the subordinate of a team member?

4. What if the union refused to select a date?

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REPUDIATION OF PRIOR CONCESSIONS

After several bargaining conferences with the union had taken place, management replaced a negotiator with an attorney. The attorney insisted that points previously agreed upon were invalid--a new set of proposals were submitted, which wiped out concessions made by management to the union.

1. Did this action constitute bad faith?

2. Why?

3. Is there is a difference between withdrawal of all concessions and the withdrawal or modification of specific concessions?

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UNILATERAL MANAGEMENT ACTION

A union holds exclusive bargaining rights but has not yet negotiated an agreement. Without consulting the union, management unilaterally issues a directive to all employees designating the prime vacation period, an issue about which many bargaining unit members have indicated concern.

1. Is this an example of an Unfair Labor Practice?

2. If so, why?

3. If so, which ULP does it come under?

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DEALING DIRECTLY WITH EMPLOYEES

An activity manager feels that several demands made by the union negotiators do not actually reflect the desires of a majority of the employees in the bargaining unit. In the midst of negotiations, he sent out an employee questionnaire to see what they want.

1. Was this management action an unfair labor practice?

2. What implications does having an exclusive employee representative have for direct dealings with employees in the bargaining unit?

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STRIKE PREVENTION

You are the newly appointed labor relations manager for a large public sector activity. The activity employs 5,000 persons at two locations within 20 miles of each other.

The agency was established 40 years ago. Since its establishment it has conducted its personnel management activities under a merit system, though a few of its top positions are filled by political appointment. Yours is a new position, created for the first time. You are answerable directly to the head of the activity and are responsible for the supervision of all labor-management relations activities.

There is a separate Department of Personnel headed by a Personnel Director, who is responsible for recruitment and selection of new employees, maintenance of all personnel records and general administration of the merit program.

Over the last several years, 60 percent of the employees, including a number of the first line supervisors, have joined a union. Three years ago the union won exclusive recognition for all employees except managers, supervisors, professionals and those employees engaged in personnel - labor relations work in other than a clerical capacity. The Personnel Director was the chief negotiator for management. The first contract took quite some time to negotiate and was for a term of two years. It has one year to run before it comes up for negotiation again. Though the supervisors are not in the bargaining unit and cannot be represented by the union, it is clear that the sympathy of most is with the workers and the union.

Recently it has become apparent that employees are dissatisfied. For one thing, attendance is down. Also, the number of grievances filed by employees in the last 7 months has increased tenfold. Many remain unresolved. The grievance procedure in the contract is not being followed and grievants are by-passing first and second line supervisors going directly to top management or the Personnel Director to seek resolution. Some managers have complained that union stewards are soliciting grievances rather than helping to resolve them. There are some vague rumors that have come to you about employees refusing to work overtime when asked. There is no evidence, though, of any concerted action, only proven isolated cases and rumors of the broader action.

Two months ago there was what appeared to be a slowdown by employees in the print shop. At least, work got backed up so badly that it had to be contracted out to private printers so that publication deadlines could be met.

Local union officers have been overheard talking various types of job actions. These stories have gotten back to top management and it is concerned and exercised about the situation. The contract contains a no-strike pledge and the law prohibits strikes.

The Executive Director has directed you to look into these matters and develop a plan that will prevent strikes.

What is such a plan?

What does such a plan include?

How do you go about developing the plan?

CM IV

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STRIKE CONTINGENCY PLANS

You are the principal personnel - labor relations officer for a medium-sized state agency. The agency's primary mission is the administration of a family assistance program designed to provide a base income for all state families. The agency has offices and payment centers all across the state to serve its clients. The offices are staffed primarily by professional social workers and other welfare workers who conduct client interviews and investigate applications. The Centers process approved applications and make regular payments by mail to clients.

The employees at most of the Centers are represented by unions. Most of the Centers have collective bargaining agreements. In three of the Centers, there have been limited strikes in the past year. This is not an unusual circumstance as other state agencies have had similar experiences. These job actions were stopped and the employees disciplined.

There has been just enough of this type of activity though to cause concern. Orders have recently been issued that every agency is required to develop a strike contingency plan so that the agency mission can be accomplished and that operations will be continuous where critical services are provided to the public. Your agency head has determined that services to its clients are critical to a large portion of the public; and therefore it is essential that basic payments are made.

You are directed to develop a basic strike contingency plan for the agency and guidelines for use by each of the agency's installations.

1. Outline the strategy for the development of a strike (job action) contingency plan
   a. Overall agency
   b. An agency office
   c. An agency payment center

2. Develop an outline for a strike contingency plan for:
   a. Overall agency
   b. An agency office
   c. An agency payment center

A PUBLIC EMPLOYMENT
COLLECTIVE BARGAINING
CONTRACT NEGOTIATION SIMULATION:
MIDSTATE DEPARTMENT OF PUBLIC WELFARE (DPW)

U. S. CIVIL SERVICE COMMISSION
BUREAU OF TRAINING
LABOR RELATIONS TRAINING CENTER
WASHINGTON, D.C. 20415

INTRODUCTION AND PROCEDURE

You are a member of a bargaining team representing the union or Midstate public management, and you will be so designated.

The teams of which you will be members are of equal size and stature within their organizations. Although all but one member of the union negotiating team are employees on leaves of absence for union business, the normal employer-employee relationship does not apply at the bargaining table. It would be a serious error on management's part to attempt to downgrade any union negotiator to employee status during the negotiations.

Each bargaining team has a chief negotiator, selected in advance of the negotiations, although all members participate in the discussions and in the planning. The individual members of the teams are described in the materials provided for this simulation. These materials consist of the following items:

1 – A general public sector Midstate scenario, including a summary of the relevant sections of the state Public Employee Relations Act.

2 – An outline of the bargaining issues as put forward by the union and by management.

3 – The union's contract proposals.

4 – Management's contract proposals.

5 – A profile of the union, its team members and issue orientation.

6 – A profile of management, its team members and issue orientation.

7 – A data bank containing statistical material relevant to the negotiations.

Because of limited time, negotiations will cover only five issues. These are (not necessarily in order of importance to each team): salaries and salary progression schedules; productivity; vacations and the manner of their selection; number of steps in the grievance procedure; number and time of union stewards to represent bargaining unit employees.

Negotiations are preceded by a briefing to acquaint participants with the nature and purpose of the simulation and the "real life" backdrop against which it takes place. Participants may question the instructor regarding roles, the nature of the simulation and its objectives. While the instructor will answer most questions, substantive replies will not be provided where the problem raised is best resolved through the negotiations. Where this is the case, the instructor will so state.

Each team will caucus separately in different rooms immediately following the briefing session to prepare for negotiations and to plan broad strategy. This will involve a careful reading of the materials and data provided and a discussion of its implications. Following this, each side will prepare its position, including its opening move.

As each side goes into caucus, it will be given a planning form by the instructor. Each team is to fill out the form as it plans positions and strategy. As each team emerges from its caucus, it will return its filled out planning form to the instructor who will meet separately with each team to review the contents. This will complete the planning portion of the simulation and the parties will meet immediately following to begin negotiations in earnest.

The negotiators will meet at the designated time, and negotiations will continue throughout the day. Since these are a first set of negotiations, it is expected that both sides will take time out as necessary to recess or caucus. The instructor will stress, during the briefing, that disagreements among members of each bargaining team are best resolved privately, since open disagreement, unless planned as strategy, may represent weakness that the other side will seek to exploit. Caucuses may be called to review objectives, to assess progress and problems, to alter tactics and to review and modify basic strategy. To this end, each team will retrieve from the instructor its original planning form for guidance.

Modifications to initial planning however must be made upon a supplemental planning form which will be attached to the original form.

The negotiations will open with a statement from the union's chief negotiator who will introduce him or herself and the individual members of the team. The union will state that it seeks peaceful and swift settlement and that it hopes negotiations can proceed harmoniously. Management will respond in kind, first introducing the members of its team.

Both sides, however, are well aware that opening statements are pro-forma and that serious and intense talks lie ahead. Both sides are also aware that the state's public employee relations law is under test, and neither wants an explosion at this time. Both also are thoroughly aware of the pressures upon them from the press, the legislature, the business community, taxpayers and dues-payers. Neither side wants negotiations to reach an impasse, but neither will readily yield ground when its basic position is threatened. The pressures upon both sides, however, make compromise possible.

Introductions and pro-forma statements should be short and to the point. The union will follow with an outline of its demands and its rationale. Since this simulation is limited to five such demands, the presentation clearly cannot cover the entire scope of the contract.

Management will listen while the union outlines its demands. It may then respond or ask questions, or it may choose to caucus before responding.

Negotiators may meet as full committees or break down into subcommittees from both sides to deal with specific issues. Agreements reached in subcommittee, however, are not final until approved by the full teams and initialled by both sides. Either side may call for subcommittees in an effort to isolate a weaker member of either team, but it takes two sides to agree to such a procedure. No matter what procedures are employed, the objective always is to narrow differences and explore settlement possibilities.

The instructor may introduce relevant data or inject his or her views, provided they are consistent with available information and can be supported from the Data File Under the Public Employee Relations Act, mediation is provided in the event of impasse. The instructor may, therefore, serve as mediator, meeting separately and jointly with the teams in an effort to get negotiations moving again.

If it is not possible to reach agreement, it may be decided to go to fact-finding, as provided by law. Since fact-finding is accompanied by recommendations for settlement, this is tantamount to advisory arbitration. This is a serious step which both sides will want to avoid, not only because it is time consuming, but because the recommendations for settlement could unleash pressures that all but take the issues out of the hands of the negotiators.

The objective of the negotiations is settlement and the bargaining table is the meeting ground for the resolution of differences. When the negotiations are completed, the teams will meet together to evaluate the results. The outcome of the negotiations and the planning form, together with the modifications made, will be the basis of the evaluation.

THE MIDSTATE SCENARIO (The Public Sector Setting)

Midstate has a population of 11.5 million persons. Although it is third in population among the states, it is about sixth in per-capita income, and it has tended until recently to lag in both economic and population growth. It has a labor force of 5.7 million.

Until recent years, Midstate depended very heavily upon steel, coal, rails and basic heavy industry for its economic viability. Recession during the fifties, obsolete plants, shifts in fuel consumption, a movement to the midwest of basic steel, automation and other related factors have combined to reduce employment in basic industry although the state still depends largely upon the health of such industry for jobs and public revenues.

High unemployment, the availability of female labor, nearness to eastern metropolitan markets and a program of low cost state loans combined to bring a garment industry into Midstate over the past 15 years and the prosperity of a significant portion of the state is dependent upon this relatively low wage labor-intensive industry. Location, a potential mass market, state regulatory laws and a literate white collar labor force have also combined to attract and develop insurance, financial institutions, information processing and other while collar industry.

At the present time, unemployment in Midstate approximates that of the nation as a whole. Midstate, however, has a disproportionate number of aging persons. Although it has prosperous farm areas, Midstate has suffered a decline in agriculture and is pockmarked by areas of rural poverty. Also complicating its problems is inner-city decay in its two major cities and stagnation in many of its medium-sized and smaller industrial communities.

A new Administration is in office in Midstate. It came to office as a reform administration in an election which swept the other political party out of power. It has had the support of organized labor, and a mixed reaction from the business community.

The new Administration, however, has barely captured a majority of the State Senate and must depend heavily upon the votes of its conservative wing in the General Assembly. While the legislature is organized along party lines these do not necessarily hold firm in votes on key issues. Among the major popular issues within the legislature is that of economy in government. In this connection, there has been a constant demand from conservative elements and most of the press to hold down state payrolls.

The state has an operating budget of some $3.8 billion. Of this, about one-fourth comes in the form of federal grants in aid. The rest of the operating budget comes chiefly from sales and individual and corporate income taxes.

The individual income tax is new and unpopular. It was brought into being after much political uproar and maneuvering, by the new Administration which inherited a budget deficit of $1 billion and which is required by the state constitution to balance the budget.

Higher taxes are all but out of the question at this time. The state sales tax is six percent, although it does not apply to food, clothing, drugs and certain other specified items. The big problem faced by the incumbent administration is to prevent "meat-axe" cuts in vital services such as education, welfare, highways and anti-pollution grants.

About 65 percent of the state's budget is returned to the local governments under various "formula" grants. The bulk of the remainder meets direct state expenses, including welfare payments and payroll.

State government is the largest employer in Midstate. The highest officer of the state is the Governor, under whom exist the Office of the Budget and the Office of Personnel and Labor Relations. These Directors are directly answerable to the Governor. The state government is then divided into departments, one of which is the Department of Public Welfare. DPW is headed by a Secretary. Under the Secretary area Deputy Secretary for Planning and for Administration, and a Director of Employee Relations at DPW Headquarters. There are also three Regions headed by Regional Deputy Secretaries, each with its own Regional Employee Relations Manager. The State has a direct payroll of 107,000 employees. Patronage has always played a major role in Midstate politics. About half of all employees are covered by civil service; the other half have depended upon patronage for their jobs.

State wages and salaries are admittedly low, with cabinet members limited to $26,000 annually. Within the limits of its budget, the Administration is committed to upgrading state employee salaries and working conditions. It is unwilling, however, to seek still more taxes or to create political crisis over the issue.

The Midstate Association for Economy in Government, made-up chiefly of businessmen, has called for cuts in the state budget and has termed "most vulnerable those expenditures for future salary increases and other costs of continuation or expansion of on-going state-administered programs" not fixed by law or contract. Complicating the situation further is a study made by a committee of businessmen which claims that state expenditures can be cut by several hundred million over the longer term.

Midstate Manufacturing Association speaks for the state's big manufacturers. Financial institutions, big and small retailers and other commercial enterprise speaks through the Midstate Chamber of Commerce. Both favored the individual income tax, but are joined in an effort to cut the state corporate income tax.

At 10 percent, the corporate income tax is one of the highest among the states. Business wants it reduced on the grounds that the tax makes it difficult for Mid-state enterprise to compete in national and international markets. The Governor has made any reduction contingent upon reform of the whole tax structure. He has remained adamant on this point and has taken the position that only by standing firm can he obtain business support for tax reform.

The Midstate business community feels that it has a stake in state and local government wage and salary rates. While most businessmen have not actively fought higher pay and improved conditions for public employees, neither do they want them out of line with wages and conditions in private enterprise. Some of the larger employers with installations in Midstate are:

Name of Company	Product or Service	No. of Employees
United Steel Corp.	Basic Steel	65,000
Public Steel Corp.	Basic Steel	40,000
Jonas Steel Corp.	Basic Steel	15,000
Rapid Coal	Bituminous	4,000
Stoke Instrument	Instrumentation	6,000
Esterhouse Mfg.	Electrical Equipment	20,000
United Electric	Electrical Equipment	27,000
National Aircraft	Engines	9,000
Standard Insurance	Insurance	3,000
State University	Education	17,000
Hammerhead Paper	Paper Products	5,000
Sparta Garment	Ladies Garments	2,500
State University	Education	11,000
Eastburg City	Public Services	30,000
Westward City	Public Services	19,000
International Oil	Petroleum	3,000
Westward Chemical	Chemicals	3,000
Metro Mortgage	Finances	1,000
Universal Bank	Banking	1,200
Statewide Stores	Retail	6,000
Midstate Power	Electric Power and Gas	12,000
National Business Corp.	Office Equipment and Computers	10,000
Midstate Bell Telephone	Telephone Communication	30,000

Organized labor is a major force. Midstate AFL-CIO has a membership of about a million, making it the Nation's second largest state labor federation. Its officers and staff are skilled lobbyists and political organizers who deal effectively with members of the legislature. While friendly toward most of the state Administration's legislative objectives, the AFL-CIO has developed political differences with the Governor over administrative and patronage policies.

Midstate AFL-CIO obviously strongly supports public employee organization and the collective bargaining objectives of organized state employees.

The United Steelworkers of America with a state membership of 150,000, is Midstate's largest AFL-CIO union and wields major power in the state politics. The Garment Workers, the Communications Workers, the United Paperworkers International Union, the Retail Clerks International Association, the Service Employees Union, the various building trades unions, the United Transportation Union, the Teachers Union, the American Federation of State, County and Municipal Employees, the Electrical Workers, the Amalgamated Meatcutters, all AFL-CIO, have significant memberships.

Independent unions that cooperate in varying degrees with the AFL-CIO are also important in Midstate's economic and political life. The Teamsters has a membership of 100,000 and is active in public employee organizing. The United Auto Workers has a membership of 45,000 in large and small aircraft and auto parts plants. The United Mine Workers speaks for 25,000 working members and 15,000 retirees. All three have lobbyists in Capitol City, the Midstate capital.

Under pressure from organized labor and state and local government employees, the legislature enacted a Public Employee Relations Law just before the incumbent Administration took office. Before the law was enacted, there were a number of teacher strikes. Although there were harsh legal penalties against public employees at the time, none were invoked against striking teachers.

The Public Employees Relations Act includes the following:

1 – A section giving non-management state and local government employees the right to organize into unions of their own choice without interference from public management.

2 – A section making it an unfair labor practice for management or labor to interfere with employee organization or to coerce or induce any employee into joining or refusing to join a union.

3 – A Public Employee Labor Relations Board to determine the scope of bargaining units, conduct elections upon a significant showing by a union of employee interest (in the form of signed membership or pledge cards) and to hear unfair labor practice complaints. Under law, the Board has the right to go to the state courts to obtain enforcement of its orders.

4 – A requirement that public management must bargain in good faith with any union certified as bargaining agent by the Public Employee Labor Relations Board.

5 – A procedure for mediation by the State Mediation Board in the case of impasse, and which prohibits strikes by public employees during 45 days of mediation.

6 – A fact-finding procedure which includes recommendations for settlement. Fact-finders have 45 days in which to determine the facts and to make non-binding recommendations for settlement.

7 – Other than police and firemen, who are covered by a separate compulsory arbitration law, public employees (state and local government) may strike within 30 days following the publication of the fact-finders' recommendations if there is no settlement.

THE BARGAINING ISSUES

Under the Public Employee Relations Act, wages, salaries and all other conditions of employment are subject to collective bargaining. As a result, the contract negotiated between management and the union will be similar in content to those negotiated in private industry.

Because of time considerations, you will not be called upon to negotiate an entire contract and the simulation will be limited to five key issues. These are:

Pay Increase: The union is seeking an immediate across the board increase of $700.00 for all employees and a 10 percent across-the-board increase at the end of each year of a two-year contract for all other employees. The union bases its figures on the need to catch up with wages in the private sector, on increased living costs and on the need to bring professional compensation into line with salaries paid for similar positions elsewhere in public employment.

Management is offering a 3 percent increase. It also offers 2 percent at the end of each year of a three year contract to offset future increases in living costs and to compensate for expected productivity gains. Management contends that its offer will bring Midstate Department of Public Welfare (DPW) employees into line with salaries paid elsewhere by welfare departments.

The lowest starting salary paid by DPW to clerical employees is $4,500 annually. The lowest for paraprofessionals is $4,900; the lowest for professionals is $6,600. The top salary for clericals is $7,200; for paraprofessionals $7,000; for professionals $15,000.

It presently takes six years for a clerical worker, eight years for a paraprofessional and 12 years for a professional to reach maximum compensation.

The union is proposing three years for clerical, five for paraprofessionals and seven for professionals. Management is willing to establish five year schedules for clerical; seven for paraprofessionals; 10 for professionals, subject to merit review.

Vacations: The present practice is a week after one year, two weeks after two years, three weeks after eight years, and four weeks after 15 years. The union wants one week after six months, two weeks after the first year, three weeks after three years, and four weeks after ten years. Management is willing to bring vacation practices closer into line with federal practices. It offers two weeks after the second year, three weeks after five years, and four weeks after 12 years. Both the union and management agree that a week shall consist of five working days for vacation purposes.

The union wants strict seniority to govern in the selection of vacations. Management offers to accept seniority within each work group reporting to a branch chief. Management also wants the unrestricted right to transfer employees within offices or to their offices in the same district to fill in where necessary because of vacations. The union is willing to accept transfers except where an employee is called upon to perform duties outside his normal assignment. It also wants management to seek volunteers for such transfers before resorting to mandatory transfers.

Management would limit vacations at any given time to 15 percent of the working force reporting to a branch chief. The union wants language making it possible for all employees who so desire to take vacations between May 1 and October 1.

Stewards: The union wants one steward for each management first line supervisor (branch chief) who shall be immediately excused from duty, except during emergencies, for reasonable time to hear complaints and investigate grievances. It is also asking for one chief steward for every management division superintendent to process grievances. It wants the chief steward to be granted unlimited time to investigate complaints and negotiate grievances. Management wants one steward for every second level supervisor (district chief) with grievance time limited to no more than 15 hours monthly and excused time granted at the discretion of the steward's immediate supervisor. Management also seeks to limit chief stewards to one for each of its three regions and chief steward excused time to 40 hours monthly. Recognizing that the chief steward may have to travel within the region, management is willing to grant him or her full discretion in scheduling excused time within the 40-hour limitation.

Productivity: The union takes the position that case workers cannot properly service and attend to the needs of more than 50 welfare clients and that case loads should be so limited. It takes the position that there must be at least one clerical for every three case or other social workers, and that professionals should not be called upon to type reports and to perform other clerical work. It also takes the position that there should be at least five paraprofessional aides for every eight case or other social worker.

Management takes the position that experience bears out its contention that a case load of 62 is reasonable. It claims that the typing out of reports and memoranda is an integral part of the professional job. It is willing to increase the number of clerical workers by five percent. It is willing to increase the number of paraprofessionals from one for every eight professionals, to one for four to meet case load needs. It takes the position that paraprofessionals, where qualified, may perform clerical duties as needed.

Grievance Procedure: The union wants a four step grievance procedure binding with arbitration the final step. It proposes that the initial step shall be completed within 48 hours, that the second and third steps shall take no more than 5 days each and that arbitration shall be completed within 30 days after an arbitration commences.

Management seeks a five-step grievance procedure with five days for a first step answer, and 55 additional days for the four subsequent steps. It wants arbitration to take place only after the five steps it proposes are exhausted. It is proposed a 60-day time limit on arbitration.

The union would make all grievances subject to arbitration. Management would limit arbitration to the interpretation and application of the agreement.

The union and management are in agreement that the costs of arbitration should be split evenly. The union is willing to have the arbitrator named by an acceptable outside party such as the American Arbitration Association or the Federal Mediation Service. Management wants the parties to agree mutually upon an arbitrator selected from a panel of three named by the State Mediation Board or, if this cannot be accomplished, named by the Board itself.

UNION PROPOSALS

NOTE: This section contains contract language proposed by the union for the five items under negotiation. Each item is listed as a separate article of the agreement as proposed by the union.

ARTICLE VII — Pay Increases and Salary Schedules

A – The parties hereby agree that an across the board increase in salaries shall be paid, effective June 1, 1972, to employees covered by this agreement in the amount of $700.00 per employee for a one-year period.

B – It is further agreed by the parties hereto that on May 31, 1973 and again on May 31, 1974 all salaries shall be increased by an additional 10 percent.

C – The parties agree that salary schedules shall be compressed as follows:

1 – Clerical employees shall progress by regular and equal semi-annual increments from starting pay to maximum pay over a period of three years,

2 – All employees classified as paraprofessional shall progress from starting salary to maximum salary by regular and equal semi-annual increments over a period of five years.

3 – Employees holding professional classifications shall progress from starting salary to maximum salary by regular and equal semi-annual increments over a period of seven years.

4 – It is agreed that new salary schedules shall be made effective within 60 days following the signing of this agreement and that there shall be a committee of three from the union and three from management who shall review and establish such new schedules within this period.

5 – New salary schedules shall be appended to this agreement and shall become a part thereof.

ARTICLE IX — Vacations

A – It is agreed by the parties hereto that vacations are earned and due in the year in which they are earned.

B – It is agreed that with the signing of this agreement, vacation time shall become due as follows:

1 – All employees with more than six months but less than one year of service shall have earned and be entitled to one week of vacation.

2 – All employees with one year of service or more, but less than three years, shall have earned and be entitled to two weeks of vacation.

3 – All employees with three years of service or more, but less than ten years, shall have earned and be entitled to three weeks of vacation.

4 – All employees with more than ten years of service shall have earned and be entitled to four weeks of vacation.

C – It is agreed by the parties that each week of vacation shall consist of five working days and that employees shall be granted an extra consecutive day of vacation when a holiday falls within his or her vacation period.

D – Seniority in state employment shall govern in selection of vacation periods.

E – All employees shall be entitled to select vacations between May 1 and October 1 if they so desire. Vacation weeks may be taken consecutively or split, except that where vacations are split, one portion shall be taken outside the normal vacation period if management so requires.

F – To insure proper performance of Department of Public Welfare duties, the parties hereto agree that management may shift temporarily employees within any given district to insure adequate coverage, except that no employee shall be called upon to perform duties outside the scope of his normal work assignment as the result of such temporary transfer. Management will not resort to mandatory transfer where there are an adequate number of employees who volunteer for vacation fill-in assignments.

ARTICLE XII – Union Representation (Stewards)

A – The parties hereby agree that it is in the interests of harmonious employee-management relations for the union to provide adequate and formally established representation on-the-job for bargaining unit employees, and it is further agreed that International Union Representatives, officially certified by the International Union, shall have access to the offices and installations of the Department of Public Welfare at any reasonable time to assist in the settlement of grievances and otherwise conduct legitimate union business.

B – It is agreed that management shall recognize one officially designated union steward for each group of employees under supervision of a branch chief or other first line supervisor.

C – Each officially designated steward shall be granted reasonable excused paid time to investigate and process grievances, and to engage in direct grievance negotiations with management. Stewards shall be immediately excused from their normal duties to investigate and otherwise handle grievances upon request, except during emergencies.

D – The parties agree that the union may officially designate one chief steward for every division superintendent and that each chief steward shall have unlimited excused paid time for grievance processing.

E – It is further agreed that all stewards and chief stewards are full-time employees of the Department of Public Welfare and that they shall accrue full seniority and all other rights provided by this agreement while serving in their union capacities.

ARTICLE XIV –– Productivity (Work Load)

Management and the union jointly recognize that the workload must be fair and equitable for optimum productivity and to best serve the clients of the DPW and the taxpayer. The parties agree that an excessive workload leads to neglect of client needs, is disruptive of employee morale and results in waste of the tax dollar. This agreement, therefore provides:

A – No case worker shall be assigned a case load of more than 50 DPW clients.

B – Professional employees shall not be required to perform other than incidental clerical work arising in the normal course of their employment.

C – There shall be five paraprofessional aides for every eight professional employees.

D – Professionals shall not be assigned duties that can be adequately performed by trained and experienced paraprofessionals.

E – There shall be at least one clerical for every three professional employees.

F – Supervisors shall assign clerical tasks to the clerical work force when so requested by professional employees.

G – Paraprofessionals shall not perform clerical duties other than those involved in the completion of reports on work assignments and where such duties are an inherent part of the paraprofessional assignment.

ARTICLE XVI — Grievance Procedure and Arbitration

A – All grievances arising on the job between any employee within the bargaining unit or group of such employees and DPW management shall be settled through the grievance procedure established herein, provided that such grievance is taken up with management within 60 days of its occurrence or awareness of its occurrence.

1 – Any grievance shall first be taken up by the aggrieved employee or employees with the steward. The initial step shall be completed within forty-eight hours. The steward shall conduct verbal negotiations with first and/or second line supervision. If such negotiations do not satisfactorily resolve the grievance, the steward, upon notifying supervision in writing, shall be free to appeal the grievance to the chief steward within that period. If management should fail to resolve this grievance within the specified period, the grievance shall be automatically taken to the second step.

2 – The chief steward may negotiate with either the division superintendent or the regional employee manager or both. Management shall provide to the chief steward a written statement of its decision on the grievance no more than 5 days after negotiations commence. If management should fail to respond within the 5 day period, the grievance shall be automatically taken to step 3.

3 – In the event management's reply is unsatisfactory, the union may appeal to Midstate Director of Personnel. Negotiations at this level may be conducted for the union by the designated International Union Representative who may be accompanied by the chief steward and other representatives of the affected local or locals. The Director of Personnel Policy shall provide to the union a reply in writing not more than 5 days following the commencement of negotiations.

B – Any grievance unresolved in direct negotiations between the union and management shall be subject to arbitration.

1 – Should either party decide to arbitrate a grievance, it shall so notify the other in writing no more than 5 days immediately following the receipt in writing of an unsatisfactory reply to Step 3 of the grievance procedure, or five days after final failure of management to respond under Step 3.

2 – Immediately upon notification that arbitration proceedings have been instituted, the parties shall call upon the American Arbitration Association or the Federal Mediation and Conciliation Service, as they may agree, to name an arbitrator.

3 – Both sides reserve the right to call witnesses to appear in arbitration hearings and there shall be no penalty against any employee who appears.

4 – Arbitration proceedings shall be completed and a decision rendered within 30 days after formal proceedings are instituted, and results shall be equally binding upon the parties.

5 – The union and management shall jointly bear the costs of arbitration, each party paying one-half the costs.

MANAGEMENT PROPOSALS

NOTE: This section contains language proposed by management for the five items under negotiation. Each item is listed as a separate article of the agreement as proposed by management:

ARTICLE X — Pay Increases and Salary Schedules

A – The parties hereto agree that as of the first pay day following the signing of this agreement a salary increase of three percent shall be made effective.

B – It is further agreed by the parties hereto that on May 1, 1973; May 1, 1974, and again on May 1, 1975, all salaries shall be increased by an additional 2 percent.

C – The following salary schedules shall become effective within 45 days of the signing of the contract during which period the parties shall meet to work out mutually satisfactory schedules which shall become part of this agreement:

1 – Clerical salary schedules shall be compressed from their present six year span to five years.

2 – Paraprofessional salary schedules shall be compressed from eight to seven years in length.

3 – Professional salary schedules shall be compressed from 12 to 10 years.

E – All professional salary increases shall be subject to merit review by management. It is agreed that the union may process as a grievance subject to arbitration any adverse decision of management resulting from merit review.

ARTICLE XII — Vacations

A – The parties agree that vacations are earned and must be taken during the year in which they become due. Length of vacations shall be determined as follows:

1 – Any bargaining unit employee with more than one, but less than two years of service shall be entitled to one week.

2 – Any bargaining unit employee with more than two, but less than five years of service shall be entitled to two weeks.

3 – Any bargaining unit employee with more than five years, but less than 12 years of service shall be entitled to three weeks.

4 – Any bargaining unit employee with 12 or more years of service shall be entitled to four weeks.

5 – Each week of vacation shall consist of five working days. Where a holiday falls within a vacation period, the employee shall be entitled to one extra day of vacation.

6 – Any employee whose service anniversary date falls prior to his vacation shall be entitled to his full vacation as described heretofore.

B – Vacations may be selected by employees according to seniority except that such seniority shall be determined from the list of all bargaining unit employees reporting to a branch chief.

C – Management reserves the right to make temporary transfers as it sees fit to fill-in for job vacancies caused by vacations, except that no such transfer shall be arbitrary or involve unreasonable travel.

D – Management reserves the right to limit the number of vacations granted at any given time to 15 percent of the work force reporting to a branch chief.

ARTICLE XV –– Union Representation (Stewards)

A – It is hereby agreed that International Union Representatives shall have access to the properties of the Department of Public Welfare covered by this agreement for the purpose of conferring with local union officers and stewards, to assist in the processing of grievances and for other legitimate union business, except that:

1– Such representatives shall immediately make their presence known to management.

2 – They shall not confer with local union officers or stewards unless such individuals are first excused from the job by management.

3 – While management shall make all reasonable efforts to excuse officers and stewards for such conferences, all time involved shall be charged against excused time for union business under terms of this agreement.

B – There shall be one steward for each district chief's organization.

C – Each steward officially designated by the union shall be permitted 15 hours of paid excused time monthly to hear complaints and otherwise process grievances. Management shall make every reasonable effort to excuse the steward from his normal duties when a grievance is pending, but shall reserve the right to hold the employee on his job when, in its judgement, such action is necessary for the proper functioning of the DPW.

D – There shall be one chief steward officially designated by the union for each of the three regions of the DPW.

E – Such chief steward shall be entitled to 40 hours of paid excused time monthly, at his discretion, to investigate grievance complaints and process grievances as provided elsewhere in this agreement.

F – Time spent by stewards in direct grievance negotiations with management shall not be charged against excused time.

ARTICLE XIX –– Productivity and Work Loads

A – Caseworkers may be assigned a case load of no more than 62 DPW clients, such case load having been proved by experience to be reasonable and essential to the proper operation and productivity of the DPW.

B – Professional employees may be called upon to type and fill out reports and memoranda essential to the performance of their jobs, except that no professional shall be assigned to regular clerical duties.

C – There shall be one paraprofessional aide for each four professional employees instead of one for eight as heretofore. Management shall have 60 days from the signing date of this agreement to recruit the necessary paraprofessional aide trainees required to establish the agreed upon ration.

D – Paraprofessional aides, where qualified, may be called upon from time to time to take over and perform clerical duties.

E – It is agreed that management within 60 days from the date of this agreement shall increase the clerical force by five percent.

ARTICLE XXII -- Grievance Procedure and Arbitration

A – Grievances arising between any employee of group of employees within the bargaining unit may be processed according to the procedure herein set forth, provided they are taken up with management no later than five days of their occurrence.

B – Grievances shall be processed as follow:

1 – Between the steward and the branch chief.

2 – Between the steward and the district chief if the grievance is not resolved at first level within five days.

3 – Between the division superintendent and the chief steward if not resolved at the district chief level. When grievances are processed at the division superintendent level, division management may have present lower supervision and the chief steward may call in the steward who initiated the grievance and one other local union officer.

4 – Between the regional employee relations manager and the chief steward if not resolved at the superintendent level. Regional management may have present at such negotiations such lower management as it sees fit and the chief steward may have present the steward who initiated the grievance, the aggrieved employee and one other officer of his or her local union.

5 – Between the DPW Employee Relations Director and the International Union Representative. Management may have present aides and lower management as it sees fit, and the union may have present its affected chief steward and other officers of the affected local union immediately affected.

6 – A total of 55 days shall be allowed to complete Steps 2 through 5.

C – In the event the grievance is unresolved through negotiations, the matter may be referred by either party to arbitration upon written notice to the other party within three days following the termination of negotiations.

1 – The union and management shall seek to agree upon an arbitrator, but in the event they cannot do so within two days, the State Board of Mediation shall be called upon to designate the arbitrator.

2 – Either side may call witnesses into the arbitration hearing with no penalty invoked by either side against any such witness.

3 – Each side shall present to the arbitrator a written brief stipulating the facts and argument in support thereof. Each side shall exchange copies of their briefs three days prior to the commencement of arbitration.

4 – The arbitration shall be limited to the interpretation or application of the agreement and in no way shall change its intent or meaning or the policies of the DPW. Arbitration shall be invoked only with the express agreement of the aggrieved employee or employees.

5 – The results of the arbitration shall be published to the parties not later than 60 days following the submission of briefs and shall be final and binding upon the parties.

6 – Each side shall bear an equal share of the cost of arbitration.

DATA FILE

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NONMANAGEMENT

BASIC HOURLY COMPENSATION

SELECTED MIDSTATE PRIVATE INDUSTRY

Industry	Minimum	Maximum	Average
Basic Steel	$ 3.10	$ 8.75	$ 4.32
Coal	4.30	7.72	5.60
Garment	1.85	4.75	2.92
Oil Refining	3.30	6.50	4.40
Paper Mill	2.57	5.60	3.40
Chemical	1.85	6.60	3.55
Finance	2.50	11.00	3.25
Insurance*	2.40	8.50	3.15
Retail	1.60	5.50	3.10
Electrical Mfg.	2.30	8.67	3.75
Business Machines	2.50	10.00	4.85
Electric Power	2.50	7.70	4.82
Telephones	2.60	6.50	4.42

* Does not include employees paid on commission basis.

PREVAILING MIDSTATE
PROFESSIONAL SALARIES

Profession	Minimum*	Maximum	Average
Teachers	$ 6,500	$13,200	$ 8,700
Engineers	8,000	17,500	11,000
Social Workers **	7,200	16,000	10,000
College Faculty	8,000	22,000	13,000
Accountants	8,500	25,000	17,000
Lawyers	6,500	28,000	18,000
Medical Doctors	7,500 ***	45,000	31,000
Administration	9,000	48,000	25,000
Public Relations	10,000	32,000	19,000
Reporters	6,000	20,000	12,000
Chemists	9,000	23,000	16,000

* Prevailing starting rate
** In Private Agencies
*** In Residence

PREVAILING MIDSTATE
CLERICAL SALARIES

Occupation	Starting Rate	Maximum	Average
File Clerk	$ 2.00	$ 2.75	$ 2.35
Key Punch Operator	2.25	3.50	3.00
Clerk-Typist	2.40	3.75	2.90
Stenographer	2.80	4.00	3.20
Switchboard Operator	2.00	3.00	2.50
Secretary	3.00	4.50	3.75
Typist (routine)	2.50	3.00	2.65

RATE RANGES

MIDSTATE DPW EMPLOYEES

Classification	Number of Employees	Rate Range	Years to Maximum	Average
Clerk I	757	$ 4,500–$ 5,200	6	$ 4,800
Clerk II	2,103	$ 4,800–$ 5,650	6	$ 5,200
Clerk III	850	$ 5,100–$ 5,800	6	$ 5,350
Steno I	950	$ 5,250–$ 5,950	6	$ 5,500
Steno II	1,102	$ 5,350–$ 6,100	6	$ 5,700
Secretary I	775	$ 5,350–$ 6,500	6	$ 5,900
Secretary II	404	$ 5,800–$ 7,200	6	$ 6,400
Keypunch I	302	$ 5,350–$ 6,500	6	$ 5,800
Keypunch II	115	$ 5,800–$ 6,900	6	$ 6,100
Paraprofessionals	1,435	$ 4,900–$ 6,100	8	$ 5,300
Junior Case Worker	485	$ 5,200–$ 7,000	8	$ 6,000
Case Worker	7,602	$ 6,600–$ 8,900	12	$ 7,400
Hospital Investigator	443	$ 6,600–$ 8,900	12	$ 7,350
Youth Worker	607	$ 6,600–$ 8,900	12	$ 7,450
Group Worker	589	$ 6,900–$ 9,800	12	$ 7,700
Social Worker	1,115	$ 6,900–$ 9,800	12	$ 7,750
Child Welfare Worker	392	$ 6,900–$ 9,800	12	$ 7,750
Supervising Case Worker	1,320	$ 8,000–$11,200	12	$ 9,500
Child Welfare Supervisor	202	$ 9,000–$12,200	12	$10,000
Dietitian	402	$ 8,000–$11,200	12	$ 9,500
Counsellor	603	$ 6,200–$ 8,700	12	$ 7,200
Home Economist	203	$ 7,200–$ 9,100	12	$ 8,000
Principal Home Economist	33	$10,000–$15,000	Merit	$11,500

RATE RANGES

SELECTED DPW EMPLOYEES

NEIGHBORING STATE

Job Classification	Rate Range	Years to Maximum Pay
Grade I Clerk	$ 4,800–$ 6,000	6
Grade II Clerk	$ 5,000–$ 6,300	6
Stenographer I	$ 5,400–$ 7,000	6
Stenographer II	$ 5,700–$ 7,200	6
Typist (routine)	$ 4,800–$ 6,000	6
Secretary I	$ 5,700–$ 7,400	6
Secretary II	$ 5,900–$ 8,000	6
Junior Case Worker	$ 5,800–$ 6,500	6
Case Worker	$ 7,200–$ 9,900	14
Hospital Investigator	$ 7,200–$ 9,900	14
Group Worker	$ 7,400–$10,400	14
Social Worker	$ 7,400–$10,400	14
Supervising Case Worker	$ 8,500–$11,500	14
Supervisor Child Welfare	$ 9,500–$12,800	14
Principal Home Economist	$11,500–$16,000	15
Paraprofessional Aide	$ 5,000–$ 6,800	6

RATE RANGES

SELECTED DPW EMPLOYEES

METRO CITY

Classification	Rate Range	Years to Maximum Pay
Clerk (File)	$ 5,200–$ 6,400	4
Clerk-Typist	$ 5,500–$ 6,700	4
Stenographer I	$ 5,800–$ 7,000	4
Stenographer II	$ 6,200–$ 7,400	4
Secretary I	$ 6,600–$ 7,900	4
Secretary II	$ 6,800–$ 8,200	4
Junior Case Worker	$ 6,800–$ 8,000	3
Case Worker	$ 8,000–$10,500	8
Group Worker	$ 8,500–$11,500	8
Social Worker	$ 9,000–$12,000	8
Supervisor I	$10,000–$13,000	8
Supervisor II	$11,500–$14,500	8
Day Care Specialist	$12,000–$15,000	8
Chief Home Economist	$12,000–$18,000	Merit
Paraprofessionals	$ 6,000–$ 8,500	5

VACATION PRACTICES

SELECTED INDUSTRY

Industry	Practice
Steel	One week after one year, two weeks after two years, three after five years, four after 10 years. Sabbatical of 13 weeks once every six years after 15 years of service.
Garment	One week after one year, two weeks after three, three weeks after 15 years.
Chemical	One week after one year, two after two, three after five, four after 15 years.
Finance	One week after one year, two after two, three after eight.
Metro City	Four hours for every month of service up to a maximum of 21 days with a minimum of six months of service to qualify for three days.
Neighboring State	One week after one year, two after two, three after four, 20 working days after eight years.
Eastburg	One week after one year, two after two, three after eight, four after 15 years.
Telephones	One week after one year, two after three years, three after eight years, four after 15 years, five after 28 years.

MIDSTATE DPW EMPLOYEES LENGTH OF SERVICE

Length of Service	Number of Employees
Under One Year	1,800
Under Two Years	2,200
Under Three Years	4,100
Under Five Years	8,100
Under Eight Years	11,000
Under Twelve Years	13,300
Under Fifteen Years	14,500
Total Employees	19,500

CONSUMER PRICE INDEX—URBAN FAMILY

(National Average)
U. S. Department of Labor
Bureau of Labor Statistics
1971
Base Index, 1967 = 100

Date	1971	1972
January	119.2	123.5
February	119.6	123.9
March	119.9	124.4
April	120.2	124.7
May	120.9	124.9
June	121.3	125.2
July	121.9	125.6
August	122.2	
September	122.3	
October	122.4	
November	122.4	
December	123.3	
Average	121.3	
1971 percentage increase	4.1	
1972 percentage increase	2.1 (seven months)	

EMPLOYEE SUGGESTIONS
DEPARTMENT OF PUBLIC WELFARE
1971

Year	Total Suggestions	Streamline DPW	Working Conditions	Improve Morale	Salaries	Vacations
1969	982	253	245	30	345	109
1970	1,207	323	305	42	402	135
1971	1,372	331	411	39	444	147

Year	Suggestions Accepted	Suggestions Rejected	Suggestions per hundred Employees
1969	375	607	5.1
1970	401	806	6.2
1971	439	933	7.0

AUTUMN 1971 URBAN FAMILY BUDGETS

The Bureau of Labor Statistics of the U. S. Department of Labor has published its autumn 1971 urban worker family budgets. The two budgets are for a lower-cost standard budget and an intermediate standard (moderate living standard) budget for an urban worker's family of four.

The new budget figures show that it costs about three percent more for a family of four to maintain either living standard in the fall of 1971 than a year earlier. Actually, living costs rose about six percent during this period but these were partially offset by a reduction in the federal income tax. In Midstate, however, a new state income tax just about cancelled out the federal tax reduction.

Living costs, and consequently the family budget, vary considerably among cities and regions. Lowest living costs are in smaller southern cities. Highest are in the large metropolitan areas.

The City Worker's family budget is based upon a family consisting of a 38-year old employed spouse, a spouse who is not gainfully employed, an eight year old child and a child of 13. The family group is stable and has an average supply of furniture, clothing, major durables and other household equipment. The budget seeks to measure what is required for a modest but adequate living standard.

A moderate living standard for an urban worker with three dependents was $10,971 in the autumn of 1971. The lower level living standard, described as "austere", by the Labor Department was $7,214. The budgets and their constituent elements are shown in the following table:

U. S. CIVIL SERVICE COMMISSION
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Official Updated Monthly Budget Estimates*

	Lower-cost standard		Intermediate standard	
	Annual	Monthly	Annual	Monthly
Food	$ 1,964	$163	$ 2,532	$211
Housing, inc. furnishings	1,516	126	2,638	220
Transportation and car costs	536	45	964	86
Clothing and personal care	848	71	1,196	100
Medical care	609	51	612	51
Other goods, services	368	31	684	57
Other costs**	744	62	979	82
	$ 6,585	$ 549	$ 9,605	$807
Income tax	629	52	1,366	114
	$ 7,214	$601	$10,971	$921

The table is worth close examination since the urban worker's budget is commonly used by the parties in collective bargaining. A third figure developed by the Labor Department showing that a budget of $15,905 is required for a comfortable living standard for an urban worker family of four is also appearing in some negotiations.

* Based on prices as of autumn, 1971. Costs are for family of four, with one nonworking spouse; children of 13 and 8.

** Includes gifts and contributions, life insurance, occupational expenses and social security and disability payments.

A PUBLIC EMPLOYMENT COLLECTIVE BARGAINING CONTRACT NEGOTIATION SIMULATION: CITY OF ALLIANCE

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER
WASHINGTON, D.C. 20415

CM V-2

NEGOTIATING PROBLEM

Alliance is a city of approximately 3/4 of a million people. Among other employees, it retains 3,300 employees in its Department of Public Works-3,000 of whom are laborers and 300 of whom are truck drivers.

The laborers' jobs are to collect garbage, collect ashes, do miscellaneous street repairs, and any other laboring tasks that are necessary. The truck drivers drive the trucks that pick up the garbage and ashes and carry the material for street repairs. In addition, in winter the trucks have plows mounted on them, and the truck drivers plow the snow from the streets. Most of the work plowing the snow is overtime.

The laborers are presently paid at an average rate of $3.00 an hour, and the truck drivers are paid at an average rate of $3.60 an hour. On the laboring rate, the three surrounding municipalities pay $3.02 an hour, $3.15 an hour, and $2.96 an hour. All three municipalities are presently in negotiations. The cost of living index for the community, according to B.L.S., has increased by 5% in the last year.

The local union representing the city's employees is affiliated with the American Federation of State, County & Municipal Employees. The three unions representing the adjoining municipalities have the truck drivers represented by the Teamsters. There is a strong competition between the Teamsters and the city's union.

NEGOTIATING PROBLEM

Although the state in which the city is located has a state law preventing strikes and providing for injunctions, in the past three years no judge in the area has been willing to sign such an injunction. The contract between the union and the city expires at 4:20 p.m. today. Unless settlement is arrived at before that time, the union has threatened to strike and has taken a strike vote, and the officers are authorized to call a strike at that time.

The Mayor and Common Council have promised the citizens of the community that they will not raise the tax rate. The Comptroller has indicated by his budget that he has a total of $700,000 available for salary increases and other program changes in the forthcoming year.

The union and the city have been negotiating for some time. They have arrived at agreement on most issues, but these basic issues remain:

1. The union wishes straight seniority in assignment of truck drivers to snow plowing, whereas the city has found that the younger drivers are more efficient and more effective.

2. The parties are in dispute as to what money should be paid and the length of the contract.

3. Under present arrangements, the union can post notices on the bulletin boards only if approved by a city officer. The union wants the unlimited right to place notices on the bulletin boards.

4. The city is contemplating contracting out part of their ash disposal system due to a metropolitan plan being offered for joint collection. The union is resisting any such contracting out, and the present contract is silent as to the city's obligation or right to sub-contract.

UNION PROPOSALS REMAINING ON THE TABLE

1. Straight seniority in assignment of overtime.
2. A one-year contract with an increase of 25 cents an hours.
3. Unlimited use of the bulletin boards.
4. No sub-contracting out without the union's consent.

CITY PROPOSALS ON THE BOARD

1. The right to assign overtime according to the needs of the municipality.
2. Retention of the present provision as to bulletin boards, where all notices must be approved by management.
3. An unlimited right to sub-contract.
4. A two-year contract, with the city offering 5 cents an hour each year.

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PLANNING FORM

ISSUE	INITIAL RESPONSE	FIRST COMPROMISE	FINAL POSITION	COMMENTS

PLANNING FORM

ISSUE	INITIAL RESPONSE	FIRST COMPROMISE	FINAL POSITION	COMMENTS

SUPERVISOR – STEWARD RELATIONSHIPS IN CONTRACT ADMINISTRATION

As steward for your branch's area, Ralph Knapp must occasionally leave his work area to handle grievances with employees. The Analysis Section is located about 2 blocks away in leased office space. The contract requires that whenever a steward leaves his work area, he must check out with his immediate supervisor (in this case it's you since Knapp is a clerk in your office) and check in with the supervisor of the area into which he is going. Lately, you've noticed some irritation whenever Ralph has checked with you before going out of his area.

"It's a damn nuisance, Paul, to try to locate you each time a grievance needs checking. Most times there's no one acting for you. I think it would really speed things up if you'd hang a clip board for me to sign out on. That way you'd still always know where I was and when I left. I figure that's why the contract says I'm to check out with you in the first place, so you know where I'm going and when. If I was a goof-off that would be different, but you know I don't abuse my privileges as a steward. Besides I always check in with Terry Hunt when I have to go over to Analysis so you could check with him if you thought I was dogging it. It's a stupid rule, Paul."

What do you feel Paul should do? Should he put up the clipboard?

Multi - District Contract

between

State Revenue Service

and

Government Employees Union

THIS IS A MOCK AGREEMENT

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER
BUREAU OF TRAINING
WASHINGTON, DC 20415

CM VI-2

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Preamble

Whereas the public interest requires high standards of employee performance and continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

Whereas the well being of employees and efficient administration of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

Whereas the participation of employees is improved through the maintenance of constructive and cooperative relationships between the labor organizations and management officials; and

Whereas there exists a clear and identifiable community of interest among the employees covered by this agreement; and

Whereas this agreement promotes the ease and efficiency of the Employer's operation;

Now therefore this agreement is made and entered into by and between the State Revenue Service representing all district offices, hereinafter referred to as "the Employer", and the Government Employees Union, hereinafter referred to as "the Union".

Article 1

Coverage

Section 1.

A.

The following employees comprise the Unit covered by this agreement:

All professional and non-professional employees of the districts including those professional employees who did not vote for inclusion with units of non-professional employees.

B.

The following employees are excluded from the Unit covered by this agreement:

All management officials, supervisors, confidential employees, all employees of the Intelligence Division, all employees, engaged in personnel work in other than purely clerical capacity, and guards.

Article 2

Precedence of Laws and Regulations

In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities including policies set forth in the Personnel Manual; other published agency policies and regulations in existence at the time this agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Article 3

Employee Rights

Section 1.
The Employer and the Union will recognize and respect the dignity of employees in the formulation and implementation of personnel policies and practices.

Section 2.
An employee will have, and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union, or to refrain from such activity. In the exercise of this right, employees and their representatives will be free from any and all interference, restraint, coercion, and discrimination.

Section 3.
Nothing in the Agreement will require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions or by voluntary cash dues payment by a member.

Article 4

Union Rights

The Union will have the right and obligation to represent all employees in the Unit; to present its views to the Employer on matters of concern either orally or in writing; to consult and be consulted with respect to the formulation and implementation of personnel policies and practices and matters affecting working conditions of the unit which are within the discretion of the Employer. The Union, after reasonable notification, will be given the opportunity to be represented at formal discussions between the Employer and employees concerning grievances, personnel policies and practices, or other matters which affect the general working conditions of employees in the Unit.

Article 5

Employer Rights

Section 1.
The Employer retains the right in accordance with applicable laws and regulations:
A.
To direct employees of the agency;
B.
to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;
C.
to relieve employees from duties because of lack of work, or for other legitimate reasons;
D.
to maintain the efficiency of the government operations entrusted to them;
E.
to determine the methods, means, and personnel by which such operations are to be conducted; and
F.
to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Section 2.
The Employer retains all other rights in accordance with applicable laws and regulations, except for those specific modifications contained in this Agreement.

Article 6

Union Representatives

Section 1.
The Employer will not impose any restraint, interference, coercion or discrimination against any employee in the exercise of his right to designate a Union representative for the purpose of representing to the Employer any matter of concern over the interpretation or application of this Agreement, or of representing him to any government agency or official other than the Employer.

Section 2.
A.
The Union may designate representatives as follows based on the number of Unit employees in the corresponding Employer district: one (1) representative for each one hundred twenty-five (125) employees or major fraction thereof; provided, however, each post of duty with twenty-five (25) or more employees will be guaranteed one (1) representative.
B.
In general, the representatives will be employed in the organizational segment each represents. The Union will supply the Employer with the names of the representatives which will be posted on appropriate bulletin boards. It will be the duty of the Union to notify the Employer of any changes in the roster.

Section 3.
A.
The Employer fully recognizes that whatever reasonable time is spent in the conduct of Union-Employer business is spent as much in the interest of the Employer as that of the employees.
B.
The representative designated by the Union in Section 2 and an affected employee will receive administrative time to confer with respect to any matters for which remedial relief may be sought pursuant to the terms and conditions of this Agreement as follows:
1) Twelve (12) hours per month for the one (1) representative in each district designated by the Union as chief representative;
2) four (4) hours per month for all other representatives designated by the Union; and,
3) a representative will be credited on July 1 of each year with the total amount of administrative time to which he is entitled under this sub-section for the succeeding year. The administrative time may be used at any time during the year.
C.
In addition, a Union representative and an affected employee will receive administrative time under the following circumstances:
1) To interview witnesses or review documents which are otherwise not available during non-duty hours;
2) to present his grievance, reply to notice of proposed adverse or disciplinary action, or adverse or disciplinary action appeal; and
3) to be present at any formal or informal discussion with the Employer to carry out the goals and objectives of the Agreement.
D.
1) A representative using administrative time under this section will check with his immediate supervisor and inform him of the approximate time he will be away prior to leaving his work area.
2) A representative who enters a work area and uses administrative time under this Section will check with the supervisor in that work area.
3) The supervisor will allow the representative to leave his work area unless the representative's work requirements or work schedule prohibits his release.

Section 4.

A.

During the first year of this Agreement, eight (8) hours of administrative leave will be granted to all representatives certified to the Employer pursuant to Section 2 to attend Union sponsored training.

B.

During the second year of this Agreement, eight (8) hours of administrative leave will be granted to all representatives certified to the Employer pursuant to Section 2 to attend Union sponsored training conducted by a third party.

C.

The training is primarily designed to further the interest of the government by bettering the labor-management relationship.

Article 7

Promotions

Section 1.

All promotions to Bargaining Unit positions and reassignments of employees to Bargaining Unit positions which have known promotion potential will be on merit and processed in accordance with the published promotion plans and this agreement.

Section 2.

A.

Vacancy announcements will be published for competitive positions to positions in the Unit, and will be posted for seven (7) working days on bulletin boards. Those applying as a result of the announcement along with those who have filed a voluntary application will be considered together with the basic eligibles in the minimum area of consideration. Vacancy announcements for professional positions will be posted district-wide. Those for non-professional positions will be posted commuting-area wide.

B.

Vacancy announcements will, as a minimum, contain:

1) Announcement number
2) opening date
3) title, series, and grade of the position
4) geographic location of the position
5) minimum area of consideration
6) brief summary of the duties of the position
7) minimum qualifications required
8) selective placement factors, if any
9) evaluation methods to be used
10) statement of roster when applicable
11) closing date, and
12) statement of equal employment opportunity

C.

If a roster of best qualified employees is maintained for the purpose of making promotions, the following procedure will be used:

1) If it is projected that more than one (1) vacancy will occur in any one classification and grade level in a six (6) month period, the Employer may maintain a roster of best qualified candidates for a maximum period of six (6) months.

2) If a roster is to be maintained, the vacancy announcement will contain the fact that a roster of best qualified candidates will be maintained.

3) When fewer than three (3) best qualified candidates remain on the roster prior to the expiration of the six (6) month period, a ranking panel will be convened to consider whether any of those highly qualified candidates whould be placed on the best qualified list or roster. When the ranking panel has been convened and the highly qualified list does not yield sufficient best qualified candidates to bring the best qualified roster to a minimum of three (3) candidates, plus one (1) additional candidate for each available vacancy, a vacancy announcement will be posted prior to filling the vacant position(s).

D.
An employee who files an advance application or applies for an announced vacancy will indicate the posts of duty within the area of consideration for which he is available. The Employer agrees to consider, and where possible, will honor employees' geographic preferences in making selections from a properly constituted best qualified list. When an employee's geographic preference has been honored, he will not be removed from the best qualified list.
E.
An employee's supervisor will certify the accuracy of a performance evaluation or issue a new performance evaluation for any employee who is eligible for a promotion and whose evaluation is more than six (6) months old.

Section 3.
When filling vacancies in other than entrance level positions, employees who are on a properly constituted best qualified list will be selected to fill such vacancies in preference to all others, if such employees are as well qualified as the others. It is understood that non-employee candidates must, in order to be considered, be on the best qualified list.

Section 4.
A.
The parties agree to the establishment of a fact-finding group to be composed of four (4) members appointed by each party. The group will gather facts concerning the present promotion and performance criteria and the general methods presently used for applying the criteria.
B.
The Employer will approve administrative leave for three (3) of the employees of the group appointed by the Union.
C.
The group will be established by the parties no later than June 1, 1973, and will complete its fact-finding and report its findings no later than December 31, 1973. The Employer will consider the findings and consult with the Union, and will then establish criteria by March 31, 1974.
D.
Within thirty (30) days after the establishment of the criteria, the Union may request negotiations concerning the application of the evaluation criteria and whether there will be separate evaluation forms and their application if such separate forms are decided upon.

Section 5.
For professional employees:
A.
If the minimum area of consideration and the voluntary applications do not yield five (5) best qualified candidates, the area of consideration may be expanded to service-wide.
B.
The Employer will appoint a ranking panel of three (3) to evaluate all eligible candidates to determine highly qualified and best qualified candidates.
C.
The rank ordering of candidates by ranking panels will continue where it is presently the practice.
D.
Each ranking panel will prepare a promotion certificate which will contain:
1) Names of all candidates found highly qualified;
2) names of all candidates found best qualified;
3) names of candidates submitted to the selecting official;
4) names of members of ranking panel;
5) evaluation criteria and methods used to determine highly qualified and best qualified candidates; and
6) name of selecting official.
E.
The names of all applicants and all eligible candidates will be made a part of the official promotion file.

F.

1) If the candidates on the best qualified list have been rank ordered, the selecting official will receive a list of the five (5) candidates with the highest rank order.

2) If the candidates on the best qualified list have not been rank ordered, the selecting official will receive a list of all candidates on the best qualified list.

Section 6.

For non-professional employees:

A.

A management official will be designated to evaluate the candidates to determine highly qualified and best qualified candidates. If the minimum area of consideration does not yield three (3) best qualified candidates, the area of consideration may be expanded district-wide.

B.

The rank ordering of candidates by the appointed management official will continue where it is presently the practice.

C.

A promotion certificate will be prepared which will contain:

1) Names of all candidates found highly qualified;
2) names of all candidates found best qualified;
3) names of candidates submitted to selecting official;
4) names of management official who evaluated the candidates;
5) evaluation criteria and methods used to determine highly and best qualified candidates; and,
6) name of selecting official.

D.

The names of all applicants and all eligible candidates will be made a part of the official promotion file.

E.

1) If the candidates on the best qualified list have been rank ordered, the selecting official will receive a list of the three (3) candidates with the highest rank order.

2) If the candidates on the best qualified list have not been rank ordered, the selecting official will receive a list of those candidates on the best qualified list.

Section 7.

When a selecting official is considering a group of best qualified candidates and narrows his choice to two (2) or more candidates on the best qualified list he determines to be equally well qualified, he will select the candidate with the greatest length of service.

Section 8.

A.

Upon selection and notification of a candidate for promotion, a designated Union official in each district will be timely sent a copy of the promotion certificate previously given to the selecting official. The promotion certificate will identify the selected candidate(s).

B.

After selection of a candidate(s) for a vacancy(s), the promotion certificate will be null and void.

C.

A designated Union official in each district may request annually a schedule of authorized bargaining unit positions and such schedule will include a breakdown by classification series and grade levels, posts of duty, and number of positions occupied.

Section 9.

An employee's accumulation of earned annual leave or sick leave will not be a factor in ratings for promotion.

Section 10.

The Employer agrees to make reasonable efforts to return an employee to his former or like position, who, within the last year, was promoted and subsequently demoted for inability to perform at the higher level.

Section 11.
An employee who is selected for promotion will have his promotion become effective no later than one (1) complete pay period following his selection.

Section 12.
Any candidate designated best qualified who is not selected will, upon request, be entitled to counseling. Counseling will normally be accomplished by the employee's immediate supervisor. In those instances where the immediate supervisor is not the selecting official, the employee may, upon request, obtain additional counseling from the selecting official.

Section 13.
The fact that an employee is the subject of a conduct investigation will not prevent or delay his promotion that would otherwise be made, unless the Employer judges that such a delay is necessary to protect the integrity of the Service.

Section 14.
A.
In processing grievances relating to actions taken under the terms of this Article, the contents of a promotion file, exclusive of evaluative material relating to employees other than the grieving employee(s), may be reviewed by the parties to assist them in their efforts to resolve their grievances. The review of the file will be in accordance with the terms of Article 31.
B.
In the absence of adjustment satisfactory to the aggrieved employee of any merit promotion action involving an employee of the Unit which is determined to have been in violation of the provisions of the published promotion plan or this agreement, corrective action will be taken as follows:
1) If the employee was among the best qualified candidates and it can reasonably be determined that he would have been selected, a promotion certificate which contains his name alone will be submitted to the selecting official for his next available vacancy.
2) If the employee was erroneously omitted from the best qualified list and a roster is not presently in existence, and it can reasonably be determined that he would have been selected, a promotion certificate which contains his name alone will be submitted to the selecting official for the next available vacancy.
3) If the employee was erroneously omitted from the best qualified list and a roster is presently in existence, the ranking panel will be re-convened and the affected employee will be ranked in his proper order on the best qualified list.

Article 8

Details

Section 1.
The Employer agrees that an employee who is detailed to a position of higher grade for thirty (30) consecutive work days or more will be temporarily promoted and receive the rate of pay for the position to which he is temporarily promoted. The Employer further agrees to refrain from rotating details of employees to avoid compensation at the higher level.

Section 2.
The detailing of personnel to lower graded positions is considered to be inconsistent with sound planning and management and will be kept to an absolute minimum. However, the Employer may use details under the following circumstances:
A.
When a temporary shortage of personnel exists;

B.
where an exceptional volume of work suddenly develops and seriously interrupts the work schedule;
C.
to fill temporarily the positions of employees on extended leave with or without pay; or
D.
other conditions of a special and temporary nature.

Article 9

Performance Evaluation

Section 1.
An employee will be evaluated annually in a fair and objective manner. The performance rating will be given only be the employee's immediate supervisor who is immediately responsible for the employee's work and who assigns, reviews, and evaluates the employee's work.

Section 2.
A.
All current performance evaluations will be made available, and will be discussed with an employee prior to their filing.
B.
An employee's initials on a performance evaluation, where initialing is provided for, indicates only that the rating has been discussed, and does not necessarily indicate an employee's agreement with the rating.
C.
Upon request, copies of performance evaluations for the last four (4) years, to the extent they are available, will be furnished to the employee.

Section 3.
The Employer agrees that within applicable budget limitations, special achievement awards will be made on the basis of merit. The Employer agrees that statistics on the number of outstanding performance ratings or special achievement awards and the number of such awards received by Bargaining Unit employees will be maintained by the Employer and provided to the Union on an annual basis as soon as practicable after the close of the fiscal year.

Section 4.
A.
The statistics concerning field enforcement officers' performance maintained by the Employer for the purpose of forecasting and monitoring aspects of work planning and control programs will not be used as quotas, allocations or as specific amounts of work that must be completed.
B.
The tax enforcement results of individual field enforcement officers (including reviewers and conferees) will not be accumulated and maintained as a regular statistic in such a way as to identify the product of any individual enforcement officer. Provided, however, that the Employer may raise any question with an individual enforcement officer about the number of cases he has turned in during a specific period, the amount of time he has been spending on individual cases, or the kind of results he has been getting.
C.
Enforcement production records will not be used to establish individual quantity performance standards. None of the foregoing will be used to compare one field enforcement officer with another.

Article 10

Acceptable Level Of Competence Determinations

Section 1.
Acceptable level of competence determinations will be made in a fair and objective manner and will be made only on the basis of the work requirements of the particular position or specific work standards as may have been established by the Employer for the position; provided, however, that a determination that an employee is not performing at an acceptable level of competence will not be used to dispose of questions of misconduct.

Section 2.
At least ninety (90) days prior to the date an employee is eligible for a within grade merit increase, the Employer will review the work of the employee. When a supervisor's evaluation leads to a conclusion that the employee's work is not at an acceptable level of competence, the supervisor will provide to the employee in writing, at least eighty (80) days before the employee is eligible for the within grade increase, the following:
A.
An explanation of those aspects of performance in which the employee's services fall below an acceptable level;
B.
Advice as to what the employee must do to bring his performance up to the acceptable level;
C.
a statement that his performance may not be determined as being at an acceptable level unless improvement to an acceptable level is shown;
D.
a statement that he has a period of sixty (60) days in which to bring his performance up to an acceptable level.

Section 3.
At the end of the sixty (60) day period, but prior to the employee's eligibility date, the employee will be notified in writing of the supervisor's determination. If the employee's performance is acceptable, the sixty (60) day notice will be cancelled. If the employee's performance is not at an acceptable level of competence, the Employer will notify the employee in writing that the within grade increase will be withheld. The notice will include reasons for the action and will also inform the employee of his right to request administrative reconsideration, to whom the request should be made, and the time limit in which the employee may request reconsideration.

Section 4.
An employee who is rated satisfactory but is denied a within grade increase because his performance is not at an acceptable level, will not be demoted or removed solely for that reason during the twelve (12) month period immediately following the finding that he was not performing at an acceptable level.

Article 11

Assignment Of Work

Section 1.
The Employer will retain selected workloads when revenue officer case assignments are unmanageable.

Section 2.
When a group is without a group clerk due to absence because of sickness, maternity leave, or for other authorized reasons for a period in excess of two weeks, the Employer will make reasonable efforts to utilize a temporary replacement within the scope of the Employer's authorized financial plans; or when this remedy is not available will deal with the problem through the use of available employees.

Article 12

Training

Section 1.
The Employer and the Union agree that the training and development of employees within the Unit is a matter of significant importance. In conjunction with this goal, the Employer will, as funds permit, make available to all employees the training he deems necessary for the performance of the employee's presently assigned duties or proposed assignment. The Employer agrees to encourage and assist employees in planning and following a plan of self development.

Section 2.
The Employer will maintain information and furnish counseling and guidance about suitable and available educational resources. The Union, on its part, will encourage employees to take advantage of suitable self-development opportunities. The Employer will make available to employees current listings of State University correspondence courses and after hours in-service courses.

Section 3.
The Employer agrees that, when an employee is reassigned to a position as a result of his former position being eliminated, training determined necessary will be given the employee to enable him to perform the duties of the new position.

Section 4.
The Employer agrees to partial reimbursement to the employees who take job related CPA, bar review, and other job related courses. The reimbursement will be subject to the Employer's budgetary limitations.

Section 5.
When training is given primarily to prepare employees for advancement, selection for the training will be made under the competetive promotion procedures including those contained in this agreement.

Article 13

Position Classification

Section 1.
The Union may make recommendations and present supporting evidence concerning the adequacy and equity of a standardized position description or position classification standard. The Employer agrees to review the presentation and advise the Union of the results of its review.

Section 2.
The Employer agrees to inform the Union as soon as possible when significant changes will be made in the duties and responsibilities of positions held by employees in the unit due to reorganization or when changes in position classification standards result in classification changes or when changes will be made in position classification standards which could result in classification changes. The Employer further agrees to furnish the Union copies of proposed classification standards for Bargaining Unit jobs referred to the Employer by the Civil Service Commission for comment.

Section 3.
The Employer agrees that the position descriptions for each position will accurately reflect the actual duties of the employee filling that position.

Section 4.
An employee who has satisfactorily performed the duties of a higher grade more than fifty percent (50%) of his work time during the preceeding twelve (12) month period as a result of circumstances other than a planned management action will be reclassified to the next higher level if it is reasonably expected that such employee will continue to perform higher level duties for more than fifty percent (50%) of his work time. The Employer further agrees that work will not be reassigned for the purpose of avoiding reclassification.

Article 14

Facilities And Services

Section 1.
It is agreed that upon advance request by the Union, the Employer will provide meeting space as available for meetings after hours. It is agreed that the Union will comply with all security and housekeeping rules in effect at that time and place.

Section 2.

A.

The Employer, upon appropriate advance request, will provide the Union, when available, a meeting room for the following purposes:

1) Preparing or discussing a grievance; or
2) preparing for meetings with the Employer; or
3) conducting informal discussions to carry out the goals and objectives of the State labor-management relations law.

B.

The Employer will provide each installation with a metal four (4) drawer lockable file cabinet for the exclusive use of the Union.

Section 3.

A.

The Employer agrees to provide the Union with one-third (1/3) of each official bulletin board for its exclusive use under a heading entitled "Government Employees Union." Material to be posted on the boards without prior approval will be as follows: all meeting notices, notices of nominations and elections of officers or stewards, notices of social activities sponsored by the Union including group travel plans, etc., listings of the officers and stewards of the Union. The Union agrees that the postings will not contain editorial content, pictorial or written.

B.

Material which is not political in nature and does not reflect on the integrity or motives of any individual, agency, activity of the government or other unions will, after review by the Employer, be posted.

C.

The Union may distribute material to an employee before and after scheduled working hours or in the non-work areas during scheduled working hours.

Section 4.

A.

The Employer will inform the Union when training is being provided to employees.

B.

A Union representative may address members of a training class during their non-duty hours.

Section 5.

A.

A copy of this agreement will be printed in booklet form and given to each new employee in the Unit. These employees will be encouraged by the Employer to familiarize themselves with the content of the agreement.

B.

The Employer agrees to have sufficient copies of this agreement printed in booklet form to distribute to each member of the Unit.

Section 6.

The Employer agrees to list the name, office telephone number and home telephone number of the Union President and Chief Steward of each district in the Employer's telephone directory.

Section 7.

A.

The Employer agrees to furnish semi-annually to the Union, for its internal use only, a list of employees which will contain the names, grades, position titles, and posts of duty of all employees in the Unit.

B.

The Employer agrees to furnish monthly a list of all new employees in the Unit which will contain the names, grades, position titles, and posts of duty.

Section 8.
The Employer agrees to provide one (1) adding machine for each four (4) revenue agents provided, however, that there will be at least one (1) adding machine per post of duty and one (1) portable adding machine per group.

Section 9.
A.
A GEU State representative upon reasonable advance notice may visit the public areas of any post of duty maintained by the Employer to discuss appropriate Union business with employees who are members of the Unit.
B.
The Employer agrees to provide to a GEU State representative a meeting room on the Employer's premises when it is necessary to discuss any matter surrounding a potential grievance, grievance, disciplinary action or other appeal action.

Article 15

Equal Employment Opportunity

Section 1.
A.
Each district will establish an Equal Employment Opportunity Committee to be composed of a number mutually agreeable to the Employer and the Union provided, however, the parties will strive to select a majority of the Committee's members from minorities.
B.
One-half of the Committee will be members selected by the Union, and one-half will be selected by the Employer.
C.
The tenure of office of members of the Committee will be two (2) years.
D.
During the first year of the Committee's life, the Union will select the chairman from among its members, and the Employer will select the vice-chairman. During the second year of the Committee's life, the Union will select the vice-chairman, and the Employer will select the chairman.
E.
It will be the function of the Committee to advise the Employer in the development and implementation of an action plan. The action plan will concern itself with matters of race, color, religion, sex and national origin. The Committee will also be responsible for reviewing the progress under the action plan and reporting its findings to the Employer.

Section 2.
Each district will have Equal Employment Opportunity Counselor(s); the number to be determined after consultation with the Equal Employment Opportunity Committee.

Section 3.
The Employer will select the Equal Employment Opportunity Counselor(s) from a list of nominees who have been selected by a majority vote of the Equal Employment Opportunity Committee.

Article 16

Annual Leave

Section 1.
A.
The Employer agrees to grant annual leave in a manner which permits each employee, if he wishes, to take at least two (2) consecutive weeks of annual leave each year unless permitting such leave causes a severe work interruption.
B.
Not later than September 15 of each calendar year, the Employer will inform each employee of his or her annual leave balance and will approve leave requests made for the purpose of avoiding unintended loss of leave unless permitting such leave causes a severe work interruption.

C.
In the event of a conflict of annual leave requests among employees at a given post of duty, length of service will govern.

Section 2.
The Employer may approve a change in the selection of leave time provided another employee's choice is not affected.

Section 3.
The employee will be granted annual leave for a work day which occurs on a religious holiday unless such request causes a severe work interruption.

Section 4.
An employee will be granted annual leave or leave without pay for up to five (5) days in case of death in the immediate family.

Section 5.
The Employer agrees to authorize annual leave or leave without pay to Union officers or their designees for attendance at any Union sponsored conventions, meetings or other Union business.

Article 17

Maternity Leave

Section 1.
An employee may be absent from work up to seventy (70) consecutive work days for maternity reasons. She may choose how and in what order such absence will be recorded – sick leave, annual leave, or without pay leave – to the extent she has available annual and sick leave time. She may use all, a part, or none of her available annual or sick leave time. Any absence in excess of available annual and sick leave time will be recorded and treated as without pay.

Section 2.
The employee may also choose when these seventy (70) days of absence will begin. On the employee's request and personal certificate, absence will be charged to sick leave time to the extent available. However, if her absence begins more than forty-two (42) calendar days before delivery date, and she wants to charge the early portion of the absence to sick leave, that portion of the absence preceeding the forty-second day before delivery must be supported by a medical certificate. Likewise if her absence continues beyond the fifty-sixth calendar day after delivery, the portion of the absence continuing beyond the fifty-sixth calendar day must be supported by a medical certificate if it is to be charged to sick leave time.

Section 3.
The Employer may request a medical certificate from the employee if the employee works up to less than forty-two (42) calendar days prior to delivery or sooner than fifty-six (56) calendar days after delivery.

Section 4.
The minimum period chargeable to any one kind of leave time during the seventy (70) day period will be one pay period, or in the case of annual or sick leave, the available leave time, whichever is less.

Article 18

Sick Leave

Section 1.
Employees will earn sick leave in accordance with applicable statutes and regulations.

Section 2.
Approval of sick leave will be granted to employees when they are incapacitated for the performance of their duties. Under certain circumstances involving contagious diseases as set forth in applicable statutes and regulations, and for medical, dental, or optical examination of treatment when required and requested prior to beginning of absence, sick leave will also be approved. Notice of unanticipated sick leave not requested in advance will be given by the employee to his supervisor as soon as possible, and in no event later than two (2) hours after normal time of reporting for work on the first day of absence. If the degree of illness or injury prohibits compliance with the two (2) hour limit, the employee will report his absence as soon as possible.

Section 3.
A.
Employees will be required to furnish reasonably acceptable evidence to substantiate a request for approval of sick leave if the sick leave extends three (3) consecutive work days.
B.
Employees will not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave for sick leave periods of three (3) consecutive days or less unless the Employer has given written notice to an employee that for a stated period (not to exceed six (6) months) he must furnish a doctor's certificate for each absence from work which he desires to charge to sick leave.
C.
Employees who, because of illness, are released from duty, and are not subject to the restrictions of B, will not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence will be subject to the provisions of A and B above.

Article 19

Leaves Of Absence

The employer agrees to approve leaves of absence of seven (7) employees for the purpose of serving in full time elective or appointive positions with the Union subject to the following conditions:
1) The term of the leave of absence for an elected official will be four (4) years to run concurrently with the term of the office. Leaves of absence for elected officials will be automatically renewed by the Employer upon notification that an elected official has been reelected.
2) The term of the leave of absence for an appointed official will be two (2) years. An affected individual will have his leave of absence renewed for one additional two year period upon request.

Article 20

Administrative Leave

Section 1.
A.
As a general rule, the Employer agrees that when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, he may be granted an amount of excused leave which will permit him to report to work three (3) hours after polls open or leave work three (3) hours before polls close, whichever requires the lesser amount of time.

B.
Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable him to vote, depending upon the particular circumstances in his individual case, but not to exceed a full day.

Section 2.
A.
The Employer agrees that whenever it becomes necessary to close any post of duty within the district because of inclement weather or any other emergency situation and to grant administrative leave to those who are excused because of the emergency, reasonable efforts will be made to inform all employees by private or public media.
B.
When emergency conditions described above exist and the office is not closed, the Employer agrees to grant administrative leave for tardiness to an employee who was delayed. The Employer further agrees that an employee who was absent due to such emergency conditions will be granted administrative leave provided he supplies the Employer with reasonably acceptable documentation that the emergency condition existed for the major portion of the day and prevented his attendance, and that his reasonable efforts to report were unsuccessful.

Section 3.
A.
An employee will be granted administrative leave to attend a tax audit which is required as a condition of employment.
B.
An employee will be granted administrative leave to attend a discussion of his own tax affairs with a member of the Inspection Service.

Section 4.
The Employer agrees that Revenue Agents, Estate and Gift Tax Attorneys, Revenue Officers and Tax Auditors not admitted to any bar or licensed as a CPA within the United States or its possessions will be granted administrative leave four (4) times to the extent necessary for the purpose of taking bar or CPA examinations. Such administrative leave grants will be extended to include the time for necessary oral interviews.

The employer agrees to grant additional administrative leave for this purpose to the above described employees who have shown reasonable progress toward achieving success in passing the applicable examinations.

Article 21

Health And Safety

Section 1.
The Employer will, to the extent of his authority, provide and maintain safe working conditions for all employees. A safety representative will be designated for each post of duty of more than ten (10) employees who will be responsible for reporting any hazardous or unsafe conditions observed by him or reported to him, to the district safety officer. The Employer will initiate prompt and appropriate action to correct any unsafe working condition which is reported to him or observed by him. There will be a quarterly safety inspection of all areas occupied by the employees. The Union may designate a representative at each post of duty who will participate in quarterly inspections.

Section 2.
The Employer will make free "flu shots" available annually on a voluntary basis to all employees of the unit.

Section 3.
The Employer and the Union recognize the importance and advisability of periodic physical examinations for the well being of employees and further recognize that such physical examinations would contribute to the efficient operations of the Employer. In keeping with the foregoing, the parties agree to schedule the question of physical examinations as an agenda item for discussion at consultation meetings to be held at the level of the State Office. These discussions will include consideration of the type of physical examination which would best meet the need of employees and Employer as well as the related questions of cost feasibility and problems of implementation.

Section 4.
Where full health facilities are not available on the premises, the Employer agrees to provide first aid kit(s) and to designate an employee(s) from among the volunteers to maintain the kit(s).

Section 5.
A.
An employee will not be required to operate a motor vehicle known to be unsafe.
B.
The Employer will obtain, whenever possible, automobiles which are equipped with air conditioning.

Section 6.
If an injured employee is sent to a medical facility for treatment, the Employer and the affected employee agree to accept the determination made by competent medical authority at the facility as to whether the employee should return to work.

Section 7.
A.
Whenever it is necessary for an employee to leave work, because of serious illness or incapacitation and where the necessary first aid treatment is outside the competence of the health service staff and facilities, if any, the Employer agrees to arrange transportation to a nearby physician or suitable medical facility at the request of, or on behalf of, the employee. The Employer agrees to pay for such transportation subject to the right of reimbursement to the extent paid for by the employee's health benefit plan, if any.
B.
Whenever it is necessary for an employee to leave work and return home because of illness or incapacitation, the Employer agrees to arrange transportation, if possible, at the employee's request.

Article 22

Hours Of Work

Section 1.
The normal scheduled work week will consist of five (5) consecutive eight (8) hour days, Monday through Friday.

Section 2.
The Employer may establish special tours of duty not to exceed eight (8) hours a day or forty (40) hours a week to enable employees to take educational courses at their expense.

Section 3.
Prior to implementing a general change in any regularly scheduled work week, the Employer agrees to consult with the Union, as far in advance as possible.

Article 23

Overtime

Section 1.
The employees who are required by the Employer to work overtime will be compensated in accordance with applicable laws and regulations.

Section 2.

A.

Overtime will be distributed as equitably as possible among qualified employees. First consideration for overtime will be given to those employees who are currently assigned to the job.

B.

An employee will, upon request, be released from an overtime assignment if a qualified replacement is available and willing to work.

C.

The Employer will make available to the Union, upon request, current records of overtime assignments of employees to aid in resolving individual claims of unfair and inequitable distribution.

D.

Management will, when circumstances permit, notify an employee three (3) days in advance of scheduling an overtime assignment.

Article 24

Personnel Records

Section 1.

Each employee or his personally designated representative will upon request, have access to copy or photocopy a document with the exception of records restricted by the Civil Service Commission which appear in the Official Personnel Folder. Such examinations, copying or photocopying will take place in the general presence of those having custody of the folder.

Section 2.

No record, file or document which is not available to the employee or his personally designated representative for inspection will be made available to any unauthorized persons for inspection or photocopy. Such information will be made available to authorized persons only for official use as provided for in the Personnel Manual.

Section 3.

Official Personnel Folders, including records maintained by employees' supervisors, will be purged in accordance with current applicable regulations; provided, however, an employee may at his or her option request that a clearance letter be included or removed from his Official Personnel Folder.

Section 4.

The Employer agrees that files maintained by supervisors or branch chiefs, if any, will not contain material which may have an adverse effect on an employee's performance evaluation and/or promotion rating, unless the affected employee has been made aware of the presence of such material.

Article 25

Reduction In Force

Section 1.

The Employer agrees to notify the Union of any reduction in force as far in advance of notification to affected employees as is possible. The information to be furnished the Union will be the competitive levels initially affected, the number of employees involved, the proposed effective date and the reasons for the action.

Section 2.

The Employer will consult with the Union on efforts to minimize adverse effects on employees.

Article 26

Notices To Employees

Section 1.
An employee who receives from the Employer a notification of an unfavorable or potentially unfavorable action will simultaneously receive a copy of such notification which states at the top of the first page in capital letters: "THIS COPY MAY AT YOUR OPTION BE FURNISHED TO YOUR UNION REPRESENTATIVE."

Section 2.
The Union and the Employer recognize that employees should be informed of their rights and benefits. Accordingly the Employer agrees he will notify employees periodically on matters included, but not limited to the following:

A. Incentive awards;
B. health and safety;
C. annual and sick leave, and leave without pay;
D. promotion plan.

Section 3.
The Employer agrees to distribute to each incoming employee within the Unit an announcement card printed as follows:
Government Employees
Union
District No.
The exclusive employees' representative for all eligible employees is the Government Employees Union. So that the Union may provide maximum service to employees, GEU invites you to furnish the following information on this self-addressed and postage-paid card:

Name: _____
Last

Address: _____
Number Street City State & Zip

SS No. _____ Home Phone: _____ Division: _____ Branch: _____

GEU Member: _____ Yes _____ No _____ Dues Paid By: Withholding _____ Cash _____

GEU Insurance: _____ Life _____ Accident _____ Income _____ Name Of Spouse: _____

Section 4.
Each employee will be furnished on a quarterly basis a statement showing the total cumulative yearly earnings and total cumulative deductions in each category.

Article 27

Travel

Section 1.
A.
The Employer agrees, if practicable, to schedule and arrange for travel of employees to occur within each employee's standard work week.
B.
When travel results from an event which cannot be scheduled or controlled administratively, such travel is hours of employment for pay purposes. The parties agree that disputes arising under this subsection may be adjusted through the use of the grievance procedure provided herein. The Union agrees that any such dispute will not be subject to the arbitration provisions of this agreement.

Section 2.

A.

Travel advances will be made available prior to the date of departure, to those employees who make timely application.

B.

In cases of emergency job related travel, the Employer will attempt to accommodate a traveler needing an advance from the Imprest Fund.

Section 3.

The Employer agrees to reimburse employees when in a travel status for per diem and mileage expenses incurred by them in the discharge of their official duties to the extent that:

A.

The normal per diem will be the average of a traveler's lodging cost for the voucher period plus ten dollars ($10) for meals and miscellaneous expenses up to a maximum of twenty-five dollars ($25) per day.

B.

Actual expenses up to a maximum of forty dollars ($40) per day will be allowed when the following conditions have been satisfied:

1) The traveler has no reasonable alternative but to incur a lodging cost in excess of $18.75 per day, or the assignment relates to unusual circumstances where per diem allowance would be much less than the amount required to meet the necessary subsistence expenses of the traveler; and

2) The immediate supervisor has examined the traveler's proposed expenses and preliminarily determined their reasonableness, and prior authorization has been obtained from the official empowered to grant same.

C.

1) When use of a privately owned automobile for official business is advantageous to the government (it is expected that employee will travel less than 13,500 miles annually) the employee providing such automobile will be reimbursed at the rate of 11¢ per mile.

2) When it is reasonably determined that an employee is a high mileage driver, i.e. it is expected that he will drive at least 13,500 miles annually and that a government vehicle is available for his use and such employee elects to use his own automobile for official business, he will be reimbursed at a rate of 9 ¢ per mile.

3) When an employee has committed himself to use a government vehicle and such is available for his use, and the employee elects to use his own automobile for particular trips, he will be reimbursed at the rate of 5¢ per mile for such trips.

Section 4.

A.

When the Employer makes available housing for the employee, the employee will have the option, except in unusual circumstances, of remaining in the Employer provided housing or of securing other housing. If the employee elects to secure his own housing, absent unusual circumstances, his per diem reimbursement will be as provided in Section 3 above.

B.

Unusual circumstances sufficient to justify requiring an employee to use Employer supplied facilities are not present when an ordinary benefit to the government, such as economy or the ready availability of personnel is the rationale. Unusual circumstances are present under the following circumstances:

1) The employee is participating in an investigation that requires his presence in the quarters at all times; or

2) The quarters provide the only place of lodging reasonably close to the employee's place of duty, so that daily travel to and from another place of lodging would be impracticable; or

3) The employee must keep in his possession highly valuable equipment or classified material whose security would be endangered if removed from the quarters, or

4) The official who authorizes the travel or training determines that utilization of quarters furnished by the government is a necessary and integral part of a particular mission or training course.

C.
When a determination is made that unusual circumstances exist requiring an employee to use government eating and/or lodging facilities, each employee concerned will be so notified, in writing, before he begins the travel. This notification will identify the days affected, will explain the need for the use of the facilities, and will inform the employee that his per diem will be reduced even if he uses other facilities.

Section 5.
An employee who is assigned to training or duty away from his regularly assigned post of duty, and who elects to return home during non-work days will be reimbursed for travel not to exceed the amount reimburseable for the per diem had he remained away from home.

Article 28

Transfers And Reassignments

Section 1.
Transfers and reassignments will not be used in lieu of discipline. When an involuntary transfer or reassignment is necessary due to a staffing imbalance, the employee at the affected post of duty with the least length of service who meets the position requirements will be transferred.

Section 2.
A.
The Employer agrees that where an employee has been transferred due to abolition of his position, he will be given preference, if that position is reestablished within one year and he applies for the position within fifteen (15) days after written notification to him of its reestablishment.
B.
It is in the interest of the government to return an employee who applies to his former position at government expense whenever possible.
C.
If there are two or more applicants for the reestablished position, the applicant with the greater length of service who meets the job requirements will have preference,

Section 3.
The Employer agrees to give affected employees fifteen (15) days and when possible thirty (30) days written notification of reassignments to a different post of duty.

Article 29

Retirement

Section 1.
The Employer will provide a retirement planning program to be made available on an as needed basis, but not more frequently than annually, in which all employees in the Unit nearing eligibilty for retirement may voluntarily participate. It will include individual counseling assistance, information material and/or group information sessions.

Article 30

Miscellaneous Provisions

Section 1.
A.
The parties agree that employees should be given the opportunity and encouraged to participate in the United Fund Campaign, United States Bond Drives, Blood Drives and other worthy programs. The Employer and the Union agree

that participation will be on a completely voluntary basis. This does not preclude general publicity of the programs by the Employer. It is further agreed that all encouragement will only be permissible when given to groups of five (5) or more employees. However, in those instances due to the size of posts of duty, employees absence or new employee orientation, it may be necessary for the Employer to discuss these programs below the aforementioned levels.

B.

It is also agreed that the immediate supervisor may not collect pledges or contributions by an individual employee under his supervision.

Section 2.

The Employer will notify a deceased employee's designated next of kin of any benefits to which they may be entitled, and assist them in filing the claims for unpaid compensation, including lump sum leave payments and any retirement, insurance or social security benefits and further agrees to assist, when necessary, in the preparation of tax forms.

Article 31

Disciplinary And Adverse Actions

Section 1.

A.

A disciplinary action, for the purpose of this Article, is defined as an oral admonishment confirmed in writing, a written reprimand, or a suspension for thirty (30) days or less. An adverse action, for the purpose of this Article, is defined as a reduction in rank, grade, or pay, a separation, a suspension for more than thirty (30) days, or a furlough without pay.

B.

This Article applies to Bargaining Unit employees who have completed their probationary period.

C.

No Bargaining Unit employee will be subject to an adverse or disciplinary action except for reasons which will promote the efficiency of the Service.

D.

A meeting between an employee and his supervisor and/or other line management officials during which the principal topic of discussion is discipline or potential discipline will entitle the employee involved to request to be accompanied by his Union representative during such meeting. If such a request is made, the supervisor or other line management official will honor the request.

Section 2.

A.

In all cases of proposed adverse action, the employee will be given written notice of the specific charges which form the basis for the proposed adverse action thirty (30) days in advance of the action. The employee will be given an opportunity to respond orally and/or in writing to the charges prior to a decision on the charges. The response may include written statements of persons having relevant information concerning the charges.

B.

An employee will have the right to raise lack of necessary training as a defense to a disciplinary or adverse action.

C.

The Employer agrees, except in cases of emergency suspensions related to adverse actions, to provide employees fifteen (15) days advance notification of suspensions of thirty (30) days or less.

Section 3.

An employee will, in an adverse action or suspension for thirty (30) days or less and upon request, be furnished a copy of that portion of all written documents which contain evidence relied on by the Employer which formed the basis for the charges. An employee, upon request, will also be given a copy of the Employer's appeal file concerning any adverse action or suspension for thirty (30) days or less in which the employee files an appeal.

Section 4.

A.

An official who sustains the proposed charges against an employee in an adverse action will set forth his findings with respect to each charge and specification against the employee in his notice of decision.

B.

An employee against whom charges are sustained may appeal the decision on any basis allowed by applicable laws and regulations.

C.

An employee dissatisfied with the decision may, with the concurrence of the Union, appeal pursuant to Article 32, except that the following matters will not be subject to arbitration:

1) Bribery or attempted bribery;
2) misappropriation of government funds or seized property;
3) embezzlement; and,
4) falsification of a material fact in am employment application, which, if such fact had been known would have prevented the employee from being hired for the position for which he applied.

D.

Matters which may otherwise be appealable to advisory arbitration may not be processed under this Article or Article 32 if the matter is pending before a court or the employee is under arrest, indictment or information.

Section 5.

A.

If an employee is the subject of an adverse action for reasons of inefficiency and the employee files for disability retirement, the Employer agrees to stay the action for a reasonable period of time to allow a determination to be made concerning the disability retirement. If the Employer at any time determines that the application for disability retirement has no reasonable probability of being approved, he may process the adverse action.

B.

If the Civil Service Commission approved the application for disability retirement of an employee covered by A above, the employee, at his option, may use his available sick leave.

Section 6.

A.

An employee dissatisfied with the Employer's decision on a disciplinary matter as defined in Section 1 of this Article may file a grievance pursuant to Article 33 of this Agreement.

B.

Adverse decisions rendered in Step 4 of the grievance procedure may be appealed to arbitration as provided in Article 34 under the following conditions:

1) The Union notifies the office of the District Director by certified mail within twenty-one (21) days of the decision of its desire to appeal;
2) the burden of proof will be substantial evidence;
3) the arbitrator's authority will be limited to affirmation or reversal of the Employer's action, and will be advisory in nature;
4) upon recommendation of a reversal, the arbitrator may further recommend that the employee be made whole to the extent such remedy is not limited by statute or regulation.

Article 32

Advisory Arbitration Of Adverse Actions

Section 1.

When arbitration is invoked, the parties will, within ten (10) work days, request a list of five (5) Arbitrators from the Federal Mediation and Conciliation Service. The parties will meet within ten (10) work days after receipt of the list to seek agreement on an Arbitrator. If the parties cannot agree on an Arbitrator, the Employer and the Union will each strike one name from the list alternately until one name remains. The remaining person will be the duly selected Arbitrator.

Section 2.

A.
When Advisory Arbitration is invoked, it serves as an alternate to the Employer's appeals procedure, and the employee must choose one procedure or the other.

B.
If the employee chooses Advisory Arbitration, he is entitled to a Hearing before the Arbitrator.

Section 3.

A.
Hearings are administrative proceedings and not court proceedings. An Arbitrator will explain the procedures to be followed by both parties at the outset of the Hearing.

B.
Rules of evidence are not applied strictly, but the Arbitrator shall exclude irrelevant or unduly repetitious testimony.

C.
Testimony is under Oath or affirmation.

D.
Decisions on the admissibility of evidence or testimony will be made by the Arbitrator.

E.
The Arbitrator will give the parties opportunity to cross-examine witnesses who appear to testify.

F.
The Arbitrator may exclude any person from the Hearing for contumacious conduct or misbehavior that obstructs the Hearing.

Section 4.

Attendance at a Hearing is limited to persons determined by the Arbitrator to have a direct connection with the appeal. Witnesses normally should be present at the Hearing only while testifying and should be permitted to testify only in the presence of the employee or his representative and the Employer's representative.

Section 5.

A.
Both the employee and the Employer have the right to produce and cross-examine witnesses.

B.
Witnesses should be called on the basis of the relevancy of their actual knowledge and not on the basis of suspicion, allegation or rumor. Personnel who investigate the case need not and should not be called unless they witnessed actions contained in the charges, or their testimony is otherwise relevant in the same manner that testimony of other witnesses would be relevant. The Arbitrator will determine which witnesses have relevant testimony and will make decisions on the admissibility of evidence and testimony.

C.
The Employer will make employees available as witnesses when requested by the Arbitrator to do so after consideration of a request by the employee. If the Employer determines that it is not administratively practicable to comply with the request of the Arbitrator, it will notify him in writing of the reasons for that determination. This document will be made part of the official record. If in the Arbitrator's judgment, compliance with his request is essential to a full and fair Hearing, he may postpone the Hearing until such time as the Employer complies with his request.

D.
Upon submission of reasonable proof to the Arbitrator that a witness who has personal knowledge of the facts involved cannot be physically present, the Arbitrator may accept affidavits. The Arbitrator should accord the weight to this type of evidence as the circumstances warrant. Copies of affidavits will be made available to all parties concerned.

E.
Employees who appear at a Hearing will be considered to be in a duty status during that time.

F.
Witnesses will be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting their testimony.

Section 6.

A.

The decision of the Arbitrator may not relate to the contents of Employer's policy, but is restricted to the propriety of an Adverse Action in a particular case.

B.

The decision of the Arbitrator will be advisory in nature.

C.

The burden of proof will be substantial evidence.

D.

The Arbitrator's authority will be limited to affirmation or reversal of the Employer's action.

E.

Upon recommendation of a reversal, the Arbitrator may further recommend that the employee be made whole to the extent such remedy is not limited by Statute or Regulation.

Section 7.

A.

The Hearing will be recorded and transcribed verbatim. All documents submitted to and accepted by the Arbitrator will be made a part of the Record of the Hearing. A copy of the complete transcript of the Hearing, as well as copies of all documents made part of the Record of Hearing, will be furnished to the employee by the Employer as soon as practicable after the transcript has been completed.

B.

The Arbitrator's fees and expenses will be borne equally by the Employer and the Union.

Article 33

Grievances

Section 1.

Scope.

The purpose of this Article is to provide an orderly method for the disposition and processing of grievances which may arise from time to time as a result of the interpretation and/or application of the terms of this agreement.

Section 2.

Definitions.

A grievance is a request for personal relief in any matter of concern or dissatisfaction to an employee, a group of employees or a Union, which is subject to the control of the Employer, limited to those matters covered by Section 1 of this Article. Days mean calendar days.

Section 3.

A.

Grievances under this Article may be initiated by employees in the Unit either singly or jointly or by the Union on behalf of employees. In any case, the Union may initiate a grievance when it believes that right assured it under the terms of this Agreement have been denied.

B.

Where an employee has initiated a grievance and does not elect to be represented by the Union, the Union will have a right to be present at all formal discussions between the employee and the Employer concerning the grievance. The Employer will resolve all grievances presented under such circumstances consistent with the terms and conditions of this Agreement.

Section 4.

A.

The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by the employee will not cause any reflection on his standing with his supervisor or his loyalty or desirability to the organization.

B.
Employees, Union representatives of employees and other employees who have relevant information concerning the grievance, will, in seeking resolution of a grievance, be assured freedom from restraint, interference, coercion, discrimination, intimidation or reprisal.
C.
Grieving employees will have the right to be accompanied, represented and advised by a Union representative at any stage of the proceeding.

Section 5.
Exclusivity of Procedure.
This procedure will be the *only* procedure available to employees for the processing and final disposition of grievances relating to the terms of this Agreement.

Section 6.
Timeliness.
Except as may be otherwise provided in other articles of this Agreement, grievances will not be considered unless they are taken up with the Employer within fifteen (15) days after the incident which gives rise to the grievance or within fifteen (15) days after the aggrieved became aware of the matter out of which the grievance arises.

Section 7.
Procedure.
Step 1. The matter will first be brought to the attention of the supervisor by the aggrieved and/or his Union representative. The supervisor will schedule a meeting, if the aggrieved so requests, within five (5) days for the purpose of discussing the matter at issue. The supervisor will render his decision within three (3) days of the close of the meeting, if one is held, or within five (5) days of the grievance being brought to his attention, if no meeting is held. If the decision is unacceptable to the aggrieved and he wishes to appeal and so notifies the supervisor, the latter will then have an additional three (3) days to provide the aggrieved with the decision in writing.
Step 2. Appeals of decisions rendered in Step 1 will be heard by the appropriate branch chief at a meeting between his office, the aggrieved and his Union representative when the following conditions are met:
A.
The grievance has been reduced to writing and provides information concerning the nature of the grievance, the Article(s) and Section(s) of the Agreement alleged to have been violated, and the remedy sought.
B.
Such written grievance has been submitted to the appropriate branch chief by the aggrieved or his Union representative within five (5) days of receipt of the decision rendered in Step 1.
The meeting will take place within seven (7) days after the written grievance has been submitted to the branch chief. The aggrieved will be provided with a written answer to his grievance not later than five (5) days after the close of the meeting.
Step 3. Adverse decisions rendered by the branch chief may be appealed to the appropriate division chief within seven (7) days of the decision rendered in Step 2. This appeal may at the option of the aggrieved take the form of a meeting between the division chief's office, and any or all of the following: the aggrieved, the aggrieved's Union representative and the GEU President. Such meeting, if held, will take place within ten (10) days of the date of the aggrieved's notice of appeal. The aggrieved will be provided with a written answer not later than ten (10) days of the close of the meeting, if one is held.
Step 4. Adverse decisions rendered by the division chief may be appealed to the Office of the Director, within ten (10) days of the decision rendered in Step 3. This appeal may at the option of the Union take the form of a meeting between the Office of Director and any or all of the following: the aggrieved's representative, the GEU president and a representative of the GEU State Office of the Union. Such meeting, if held, will take place within fifteen (15) days of the date of the Union's notice of appeal. The Union will be provided with a written answer to the grievance not later than fifteen (15) days after the close of the meeting, if one is held.

Section 8.
Appeals.
Adverse decisions rendered in Step 4 may be appealed to arbitration as provided in Article 34, provided such appeal is made within twenty-one (21) days of the decisions rendered in Step 4 of Section 7, and provided further the Union notifies the Office of the Director by certified mail of its decision to do so.

Section 9.
Record and Witnesses.
A.
The parties will have the obligation of making a complete record during steps of the grievance procedure including the obligation to produce any and all witnesses who have relevant information of the matter at issue.
B.
Evidence which is relevant to the resolution of a grievance may be introduced at any stage of the proceeding prior to arbitration pursuant to Article 34.
C.
New issues may not be raised by either party unless they have been raised at Step 1 of the grievance procedure; provided however the parties may mutually agree to join new issues to a grievance in process.

Section 10.
Time Limits.
A.
The time limits delineated in this Article may, by mutual agreement of the parties, be extended.
B.
The parties may mutually agree in writing to waive any step in this procedure.

Section 11.
Failure on the part of the aggrieved or the Union to prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the Employer to meet any of the requirements of the procedure will permit the aggrieved or the Union to move to the next step.

Article 34

Arbitration

Section 1.
When arbitration is invoked, the parties will within ten (10) work days request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. The parties will meet within ten (10) work days after receipt of the list to seek agreement on an arbitrator. If the parties cannot agree on an arbitrator, the Employer and the Union will strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected Arbitrator.

Section 2.
A.
The arbitrator's fees and expenses of the arbitration, if any, will be borne equally by the parties.
B.
The arbitration hearing will be held on the Employer's premises at the grievant's post of duty when practicable or at any site mutually agreed upon.
C.
A verbatim transcript will be made by an authorized court reporter.
D.
The grievant, his representative and all employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.
E.
Arbitrator's decisions will be final and binding, and they will also have the authority to make an aggrieved employee whole to the extent such remedy is not limited by statute or higher level regulations.

Section 3.
It will be in the sole discretion of the arbitrator to determine who may testify.

Section 4.
The Employer and the Union agree that the jurisdiction and authority of the chosen Arbitrator and his opinions as expressed will be confined exclusively to the interpretation of the expressed provision or provisions of this Agreement at issue between the parties. The Arbitrator will have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement or impose on either Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement. An award may not include the assessment of expenses against either party other than as agreed to in this Agreement.

Article 35

Dues Withholding

Section 1.
This Article is for the purpose of permitting eligible employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensations. This Article covers all eligible employees:

A.
Who are members in good standing in the Union;

B.
who have voluntarily completed Standard Form 1187, Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and

C.
who receive compensation sufficient to cover the total amount of the allotment.

Section 2.
The Union agrees to assume responsibilities for:

A.
Informing and educating its members on the voluntary nature of the system for allotment of Union dues, including the conditions under which the allotment may be revoked;

B.
Purchasing and distributing to its members Standard Form 1187.

C.
Forwarding of an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to his servicing personnel office when such revocation is submitted to the Union.

D.
Informing the employee's servicing personnel office of the name of any participating employee who has been expelled or ceases to be a member in good standing in the Union within ten (10) days of the date of such final determination.

Section 3.
The Employer agrees that it is responsible for processing voluntary allotments of dues in accordance with this Article. The Employer will:

A.
Withhold dues on a bi-weekly basis.

B.
Provide bi-weekly, within six (6) calendar days of the close of a pay period, sufficient magnetic tape reel(s) to contain the necessary information.

Section 4.
The parties to this Agreement agree that:
A.
The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve (12) months.
B.
The Union will pay no fee for these services.
C.
Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. If the Union is not scheduled to receive a remittance check after discovery of the error, the Union agrees to promptly refund the amount of erroneous remittance.

Section 5.
A.
This Article will remain in full force and effect after the termination of this Agreement until such time as a new Agreement is reached or for fifty-six (56) days after the Union has submitted a dispute to the State Employee Relations Board whichever first occurs.
B.
The parties may mutually agree to extend this Article at any time.

Article 36

Consultation

Section 1.
It is agreed that matters appropriate for consultation between the parties are personnel policies and practices and other matters related to the working conditions of employees in the Unit. Consultations conducted under this Agreement may cover but are not limited to such matters as work environment, safety, labor management cooperation, employee services, training, methods of adjusting grievances, hours of duty, appeal systems, leave, promotion plans, and services to the Union.

Section 2.
A.
The Employer and the Union will meet on the second Tuesday of every month or upon other mutually agreed upon times.
B.
The parties agree to furnish each other ten (10) days prior to the scheduled date of the meeting with a written agenda of items to be discussed. If both parties fail to timely forward an agenda, the meeting will be cancelled.

Section 3.
The Employer agrees to consult with the Union as far in advance as practicable prior to implementing any change in the personnel policies, practices, and other matters related to the working conditions of employees in the Unit.

Article 37

Duration And Terminations

Section 1.
Amendment to this Agreement or any local supplemental agreement may be required, or the parties may mutually agree it is desirable because of changes in applicable laws, orders, restrictions, or regulations made after the effective date of this agreement. Therefore, this Agreement may be opened for amendment upon the written request of either party made within thirty (30) calendar days after receipt by a party of any order, instruction, or regulations of appropriate authorities which affects any of the terms or conditions of this Agreement or any local supplemental agreement.

Request for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate order, regulation, or instruction upon which each amendment request is based. The parties will meet within twenty (20) calendar days after receipt of the request to open negotiations on those matters. No changes will be considered except those bearing directly on, and falling within, the scope of such order, regulation, or instruction and the discretionary area(s) which they delegate to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

Section 2.
The Employer agrees to issue no regulation which alters the terms or conditions of this Agreement without being mandated by law, executive order, judicial decision or imposed by other higher authority.

Section 3.
This Agreement will remain in full force and effect for a two (2) year period from date of execution but will become operative on July 1, 1973; provided, however, that those provisions dealing with discipline and adverse actions, as defined by this Agreement, will become operative thirty (30) days after the effective date of this Agreement. It will remain in effect for yearly periods thereafter, unless either party serves the other party with a written notice, at least one hundred twenty (120) days prior to the expiration date, of its desire to terminate or modify the Agreement.

Article 38

Pay Increases

For the purpose of this contract, pay increases for the employees covered by the Agreement shall be as follows:

First Year, July 1, 1973 through June 30, 1974
All employees $900.00 across the board.

Second Year, July 1, 1974 through June 30, 1975
All employees $600.00 across the board effective July 1, 1975.

For the Employer

State Revenue Service

/s/ George H. Ballard
George H. Ballard
SRS Negotiating Committee
Personnel Director, SRS

/s/ Betty J. Striegel
Betty J. Striegel
SRS Negotiating Committee
Budget Director, SRS

/s/ Andrei Garcia
Andrei Garcia
SRS Negotiating Committee
Supervisor, Audits Division

For the Union

Government Employees Union

/s/ Ian Smith
Ian Smith
GEU Negotiating Committee
President, GEU

/s/ Hazel Dunn
Hazel Dunn
GEU Negotiating Committee
Chief Steward, GEU

/s/ Peter Braxton
GEU Negotiating Committee
Member, GEU

WHO SHOULD GO?

You receive notification from the Training Officer that she needs nominations for a special training course. You have five employees who do not have expertise in the subject matter of the training, which is usually a factor in consideration for higher level positions.

How would you go about selecting the two employees who will attend the training?

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THEY'RE DOING THE JOB

You have been short of staff for over a year. Yet the work must be done by someone. You have your deadlines to meet. Consequently, you have been giving work to employees regardless of their grade levels, as long as they demonstrate to you that they are capable of doing the work. Some of your lower grade employees have been consistently performing work normally done at higher grades. You do not foresee any increase in your staff over the next fiscal year and you see no alternative to assigning the work as you have been doing.

What problems might you encounter under the terms of the Agreement?

What are your responsibilities under the terms of the Agreement?

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PREPARING HER FOR THE JOB

An employee has been reassigned to your section from another section where her position had been abolished. The duties the employee will perform are quite different from those she carried out in her former position.

What are your responsibilities for orienting and training your new employee?

A BALANCE OF SICK LEAVE

You are rating one of the employees under your supervision for promotion. You are concerned over the pattern of the employee's usage of sick leave. You suspect that the employee takes sick leave whenever job pressures surface and that this results in a very low sick leave balance.

May any or all of the above factors be considered in rating this employee for promotion?

May a selecting official consider these factors?

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A POSSIBLE REASSIGNMENT

You have been dissatisfied with the work of one of your employees because he frequently causes bottlenecks in yo operation. Your supervisor informs you of a vacancy in another office for which your employee would qualify. The vacancy is in the same grade and classification as the position presently held by the employee. You propose to your b that this employee be reassigned to the other office. This would be a way of getting rid of the employee. Besides, he might resign rather than accept the reassignment. This would save the agency the trouble of taking a removal action.

Is such a reassignment in conformance with the Agreement?

A PROSPECT FROM ANOTHER DEPARTMENT

You are visited by an employee of another organization who is interested in obtaining a position under your supervision. The employee is eligible for a non-supervisory vacancy above the entrance level in your section.

Since the employee is not in your organization, would selection of him be subject ot the Agreement?

What steps does management have to take to fill the vacancy?

Under what conditions could this applicant be selected?

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THE FORGOTTEN PROMOTION

You are a first-line manager with a slot open in your group. As a result of a grievance filed by Jerry Jones about a promotion action taken two months ago, you, as selecting official, receive only Jones' name on a promotion certificate. There is no roster available in your section.

Do you have to select Jones? Why, or why not?

APPARENT BREAKDOWN OF A GOOD RELATIONSHIP

You, a first-line manager, have been generally pleased with the working relationship which has been developing between you and the union representative.

All of the sudden, though, he is not very cooperative any more. He files grievances instead of discussing things. He is nasty when announcing,-- not asking -- that he is leaving his desk on union business. Several of the grievances filed appear to be totally unjustified.

What do you try to find out?

Suppose you learn that local union elections are a month away, and that he is being opposed for union rep? What should you do?

MANAGEMENT RESPONSIBILITY v. EQUALITY

For the eighth time in two days, you spot Curt Wilson, the shop steward, leaving his work area. When asked where he's going, Wilson replies, as before, that he's on his way to handle another grievance matter. However, you have reason to suspect that he's doing some recruiting for the union.

You tell him, "You're spending too much time away from the job. I'm not giving you permission to leave this area."

Sarcastically, Wilson says, "I know the contract and my rights as a shop steward. There's nothing you can do about it. If you try that AWOL or insubordination stuff I'll charge you with an unfair labor practice, violation of agreement, and intimidation of a union member. Besides, if you don't think grievances are important, I'll just automatically send everything to the second level and let Ron Clark take it up with Woodrow. See you when I get back."

As you ponder what to do, you recall someone once saying that a steward is your equal whenever he acts in the steward capacity.

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AI OCATION OF OVERTIME

Because of a Special rush project, the Research Section has been working 10 hours overtime for each of the last three weeks. You've left the assignment of overtime up to Nancy Davis since it's her section that's responsible for getting the work out. The contract with AFFE calls for overtime (if desired by the employees) to be alloted on an equitable basis among all employees.

You've just finished the monthly status report when Ralph Knapp, steward in the Special Programs Branch, asks to talk with you about a first stage grievance.

"Paul, I've just talked to some of the boys in Nancy's section about the way overtime is being assigned down there. O'Farrell claims that he was by passed last week in favor of Hicks who already worked overtime that week. What good is a contract if you guys won't stick to what it says! Can we settle this in the Branch or do I take it to Ron Clark and we'll run it on up through the grievance procedure?"

After discussing the matter with Nancy Davis, you put the picture together. Short deadlines and an overload of work have forced Nancy to assign overtime to those employees she feels can give her the greatest work output. She claims she has considered equally sharing overtime but only when the choice was narrowed to her most productive employees.

"Frankly, Paul, we'd never make it if I assigned overtime to some of the deadwood. Sure, all my employees are technically qualified to do the overtime work, but if you reverse me on this one, we're dead as far as meeting the schedule goes. Let'em push the grievance up through channels. By the time it gets resolved by the top brass or an arbitrator, we'll be over the crisis and it won't matter. Just don't put the clamps on my shop now! Besides, if you shoot me down now, how will that make me look to my people? Please, Paul, give me some support on this one. You know, our budget is already stretched and having to pay overtime to a GS-9 like O'Farrell won't help it any. Several of my GS-7's such as Hicks can wind this project up in half the time if only you'll let me assign them the overtime."

As you ponder your recent conversations with Knapp and Nancy, you again look at the status report and note that the Branch is only one day behind schedule with the special project. It must be completed on schedule, but the budget won't allow for more overtime than the 10 hours per week we've been averaging.

1. How should Paul respond?

2. Anticipate what impact a decision along the lines suggested by Nancy might have on an over-all labor-management relationship.

A CASE OF INSUBORDINATION: The Role of the Employee

You are Joe, an employee in your mid-fifties who has worked for the company for the past thirty years. You are presently assigned to work for the foreman Bill. Both Bill and Steve, another foreman, work for Frank, the young second-line supervisor involved in this incident.

You are on a coffee break in the employee lunch room when Frank comes in to talk with you. The film you are about to see shows what occurs when he comes in.

When the film is over, you will talk with your Union Steward, explaining to him or her what took place during the incident. Frank will have a similar conversation with his Department Manager. There will also be a witness, a vending machine repairman named Larry, who will be available to both the Union Steward and the Department Manager for questioning.

Once your Union Steward and the Department Manager feel they have gotten all the facts they need, they will get together to see if they can resolve your grievance.

Remember: Neither the Union Steward nor the Department Manager will see the film. Your Steward will have to rely on you and the witness to explain what has taken place. A large part of your case, therefore, will depend on how well you observe and report the facts involved in the incident.

A final word: Since you are participating in the incident, you should not be taking notes during the film. Once the film is over, however, you may want to jot down points that seem important to you.

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A CASE OF INSUBORDINATION: The Role of the Supervisor

You are Frank, a young second-line supervisor. The incident you are about to see takes place in the employee lunch room, where Joe, an employee in his mid-fifties who has worked for the company for thirty years, is on a coffee break. You have come into the lunch room to ask Joe to do some work for Steve, one of your foremen. Both Steve and Bill, Joe's regular foreman, work for you.

When the film is over, you will talk with your Department Manager, explaining to him or her what took place during the incident. Joe will have a similar conversation with his Union Steward. There will also be a witness, a vending machine repairman named Larry, who will be available to both the Union Steward and Department Manager for questioning.

Once the Department Manager and the Union Steward feel they have gotten all the facts they need, they will get together to see if they can resolve the grievance.

Remember: neither the Steward nor the Department Manager will see the film. The Department Manager will have to rely on you and the witness to explain what has taken place. A large part of your case, therefore, depends on how well you observe and report the facts invoved in the incident.

A final word: Since you are participating in the incident, you should not be taking notes during the film. Once the film is over, however, you may want to jot down points that seem important to you.

A CASE OF INSUBORDINATION: The Role of the Witness

You are Larry, a vending machine repairman. The incident you are about to see takes place in the employee lunch room of one of your clients, where you are repairing a vending machine and where Joe, an employee in his mid-fifties, is taking a coffee break. Frank, a young second-line supervisor, is entering the lunch room as the incident starts.

When the film is over, Joe will tell his Union Steward what occurred during the incident, and Frank will have a similar conversation with his Department Manager. You are to make yourself available for questioning by the Union Steward and the Department Manager, who will be responsible for trying to resolve the grievance.

Remember: you are the only impartial witness to the incident. The way the grievance is handled will depend in large part on the accuracy of your observation and reporting.

Also remember that you do not work for the employer in this film. You should do your best to report exactly what happened, without worrying about whether what you report will damage one side or the other's case.

A final word: Since you are present during the incident, you should not be taking notes during the film. Once the film is over, however, you may want to jot down points that seem important to you.

A CASE OF INSUBORDINATION: The Role of the Union Steward

You are a Union Steward. In the grievance discussion that is about to take place, you will be responsible for representing Joe, an employee in his mid-fifties who has worked for the company for thirty years. Joe has just been involved in an incident with a young second-line supervisor named Frank. Joe normally works for the foreman Bill. Both Bill and Steve, another foreman, work for Frank.

The class participants playing the roles of Joe and Frank will each see a film depicting what happened during the incident. Neither you nor the Department Manager will see the film. In order to find out what occurred during the incident, you will have to talk with Joe. The Department Manager will have a similar conversation with Frank. There will also be a witness, a vending machine repairman named Larry, who will be available to both you and the Department Manager for questioning.

Once you and the Department Manager feel you have gotten all the facts you need, you should get together to see if you can resolve the grievance. The two of you may want to exclude Joe and Frank from your conversation, but you do not have to.

A CASE OF INSUBORDINATION: The Role of the Department Manager

You are a Department Manager. In the grievance discussion that is about to take place, you will be responsible for representing management. The grievance involves an incident which took place between Frank, one of your young second-line supervisors, and Joe, an employee in his mid-fifties who has worked for the company for thirty years. Joe normally works for the foreman Bill. Both Bill and Steve, another foreman, work for Frank.

The class participants playing the roles of Joe and Frank will each see a film depicting what happens during the incident. Neither you nor the Union Steward will see the film. In order to find out what occurred during the incident, you will have to talk with Frank. Joe's Union Steward will have to have a similar conversation with Joe. There will also be a witness, a vending machine repairman named Larry, who will be available to both you and the Union Steward for questioning.

Once you and the Union Steward feel you have gotten all the facts you need, you should get together to see if you can resolve the grievance. The two of you may want to exclude Joe and Frank from your conversations, but you do not have to.

IN- BASKET EXERCISE

U.S. CIVIL SERVICE COMMISSION
BUREAU OF TRAINING
LABOR RELATIONS TRAINING CENTER
WASHINGTON, D.C. 20415

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

PART I

Instructions for the "In-Basket" Exercise

This workshop is an exercise in individual decision making and problem solving in a hypothetical Office of Personnel and Labor Relations. You, Jane Anderson, are the Labor Relations Officer, directly subordinate to Mike Williams, the Director of the Office of Personnel and Labor Relations.

You have been with the Social Insurance Department for about three years. You have a working knowledge of labor-management relations and are well informed about union activity in your agency. However, the Director of the Office of Personnel and Labor Relations has been with the Department only two weeks and knows little about labor-management relations generally and nothing of Department labor-management relations activity. The other employees in the Office of Personnel and Labor Relations are specialists in such fields as classification, training, recruiting, equal employment opportunity, employee development, etc.

The time is 10:00 a.m., Saturday, and at 12:00 noon you must catch a plane to Chicago where you will be attending a labor relations conference for the next two weeks. Since no-one else in your office has any experience in labor relations you will spend the next hour and fifteen minutes going through your in-basket and taking whatever action is appropriate on all the items in it.

For this exercise you are to go through the entire contents of your in-basket, noting in writing beneath each item what you would do and why. If you decide that someone else should handle the situation, you must still give that person guidance – either in the form of suggested action or in the form of questions and points of view which you want that person to consider. Similarly, if you plan to handle the situation when you return from Chicago, you should outline what you plan to do at that time.

If, while going over each item in your in-basket, you determine that together they reflect a general labor relations situation in the Agency that calls for some kind of action being taken, write down what this action should be.

You cannot call anybody to help you, phone anybody, or take with you to Chicago any of the materials in your in-basket. You are to use your own experience and the information you obtained in attending this course for your actions in the role of Jane Anderson. Put yourself in her place for the duration of the exercise.

Part II describes the organization of the Agency, the main characters you will be dealing with, and the extent of union activity. Part III contains relevant clauses in the AFSCME contract. Part IV is the in-basket exercise.

POINTS TO REMEMBER:

The day is Saturday and you have an hour and fifteen minutes to clean out your in-basket.

Briefly write every action you would take on each item in the in-basket. If your action involves a memo, letter, meeting, etc., write down a brief description of the contents or agenda.

You must work with the materials on hand. You cannot ask assistance from anyone or postpone a decision until after you return from Chicago.

It is suggested that you read through all the items in the in-basket before beginning the exercise.

PART II

The Organization

The accompanying organization chart depicts the Social Insurance Department. The primary mission of this Department is to process according to law and appropriate regulations various types of health and life insurance claims submitted to it by state employees and their dependents.

The Agency consists of the following four major offices:

Office of Personnel and Labor Relations (OPLR)

Office of Management Services (OMS)

75 employees

Primarily blue collar

Office of Budget and Legal Service (OBLS)

30 employees

Primarily white collar professionals

Office of Operations (Opns)

250 employees

Primarily white collar non-professionals

The accompanying organization chart indicates the principal sub-units of each of the Offices and, where relevant, the person in charge of each.

The Office of Personnel and Labor Relations is responsible for all personnel and labor relations activities in the Agency. Within each of the other three Offices (OMS, OBLS, and Opns) is a Personnel Officer whose primary responsibility is to maintain a close liaison between the Office of Personnel and Labor Relations and the other Offices and to handle routine-type questions and problems relating to personnel matters. The other Offices have virtually no personnel responsibilities other than to carry out the policies established by the Office of Personnel and Labor Relations.

Union Activity

Several years ago the American Federation of State, County, and Municipal Employees (AFSCME) Local 10, was certified as the exclusive bargaining representative for all blue collar employees (with the normal exclusions) in the Office of Management Services. There are approximately six months remaining in the current two year contract between AFSCME and the Department.

In the past the Department has consulted and negotiated with AFSCME on all Department personnel policies, practices, and working conditions relating to the Office of Management Services, instead of just those personnel policies, practices, and working conditions made by the Office of Management Services. The Department has always considered this advisable since few, if any, personnel policies are made in any Office other than the Office of Personnel and Labor Relations.

PART III

**Clauses from the Contract Between the
Social Insurance Department and Local 10, AFSCME (AFL-CIO)**

ARTICLE III – COVERAGE

Sec. A. The unit for which the Union is recognized as the exclusive collective bargaining representative includes all blue collar employees in the Office of Management Services of the Social Insurance Department.

Sec. B. The following employees are excluded from the unit covered by this contract: all management officials, supervisors, confidential employees, guards, professional employees, employees who investigate or audit the work or conduct of other employees in the agency, and all employees engaged in personnel work in other than a purely clerical capacity.

ARTICLE V – CONSULTATION

Sec. A. The Department has the obligation to meet and consult with the Union at reasonable times on matters relating to personnel policies, practices, and working conditions within the administrative discretion of the Department Director. Matters appropriate for consultation shall concern policies affecting working conditions, including, but not limited to, such subjects as safety, training, labor-management cooperation, employee services, promotion plans, pay regulations, hours of work, granting of leave, reduction-in-force practices, and travel regulations.

ARTICLE VI – MUTUAL RIGHTS AND OBLIGATIONS

Sec. A. In the administration of all matters covered by the Contract, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the State Personnel Manual; by published department policies and regulations in existence at the time the Contract was approved; and by subsequent department policies and regulations required by law or by regulations of appropriate authorities.

Sec. B. Nothing in this Contract shall restrict the Department in exercising the right, in accordance with applicable laws and regulations, to direct employees; hire, promote, transfer, assign, and retain employees in positions within the Department; and to suspend, demote, discharge or take other disciplinary action against employees; relieve employees from duties because of lack of work or for other legitimate reasons; maintain the efficiency of the government operations entrusted to the Department, determine the methods, means and personnel by which such operations are to be conducted; and take whatever action may be necessary to carry out the mission of the Department in situations of emergency.

ARTICLE IX – UNION REPRESENTATION

Sec. A. The Department agrees to recognize the Union Officers and Stewards designated by the Union.

Sec. B. The number of Stewards shall be the number reasonably required to assure that each employee in the unit shall have ready access to a Steward in the Branch in which he works. The Stewards will function only within the area they service.

Sec. C. The Department shall afford Union Officers and Stewards a reasonable amount of time during duty hours to consult with appropriate management officials and/or aggrieved employees.

ARTICLE XV – OVERTIME

Sec. A. Authorized overtime will be distributed equitably among the best qualified employees to perform such work. First consideration for overtime will be given to those employees who are currently assigned to the job.

ARTICLE XXVII – NEGOTIATED GRIEVANCE PROCEDURE

Sec. A. In the event an employee in the unit, or the Union, has a grievance over the interpretation or application of this Contract they must use the negotiated grievance procedure to resolve the grievance.

Sec. B. The employee (or Steward for a union grievance) will present the grievance informally to his immediate supervisor within 15 days of the date of the act or occurrence. At this stage the employee may or may not have a steward present. The supervisor will make his decision on the matter and provide an answer within 3 workdays.

Sec. C. If the grievance is not satisfactorily resolved, the matter will be formalized and placed in writing on a standard grievance form and presented within 5 days to the supervisor at the next higher level of authority.

. . . . . .

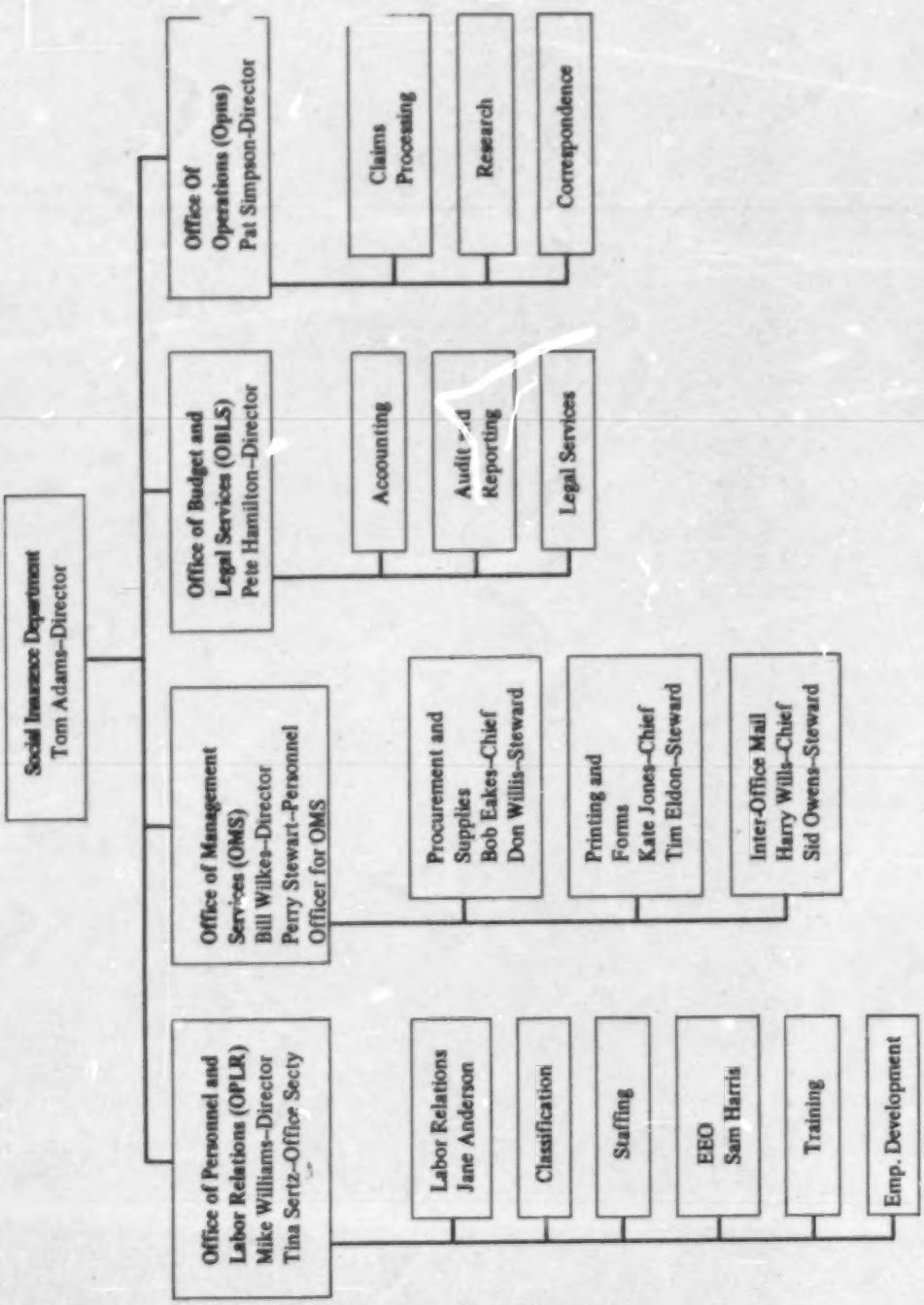
Sec. F. A Union representative must be present at the adjustment of all grievances.

ARTICLE XXX – HOURS OF WORK

Sec. A. The regular work hours for all employees covered by this contract shall not exceed eight (8) hours per day, forty (40) hours per week. The regular work day shall be from 9:00 a.m. to 5:30 p.m., with thirty (30) minutes allowed for lunch.

About a month ago AFGE began an organizing drive in the Office of Operations (Opns). Two weeks ago the State Employees Association (Ind.) (SEA) also began to organize the employees in this Office with the obvious intention of intervening on the AFSCME petition for election.

There is no other union activity in the Department.


Social Insurance Department
Tom Adams–Director
Office Of Operations (Opns) Pat Simpson-Director
Claims Processing
Research
Correspondence
Office of Budget and Legal Services (OBLS) Pete Hamilton–Director
Accounting
Audit and Reporting
Legal Services
Office of Management Services (OMS) Bill Wilkes–Director Perry Stewart–Personnel Officer for OMS
Procurement and Supplies Bob Eakes–Chief Don Willis–Steward
Printing and Forms Kate Jones–Chief Tim Eldon–Steward
Inter-Office Mail Harry Wills–Chief Sid Owens–Steward
Office of Personnel and Labor Relations (OPLR) Mike Williams–Director Tina Sertz–Office Secty
Labor Relations Jane Anderson
Classification
Staffing
EEO Sam Harris
Training
Emp. Development

PART IV

THE IN-BASKET

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Administrative time for stewards

Date:
In Reply Refer To:

From: Perry Stewart
Pers Off, OMS

Your Reference:

To: Jane Anderson
Labor Relations

Sid Owens, the union steward in the Inter-Office Mail Branch, is beginning to get into everyone's hair again. He says he isn't being given enough time to talk to employees about their problems. The Branch Chief, Harry Wills, allows him a maximum of two hours a week away from his job, which sounds like enough time to me.

I've made some inquiries, though, and Kate Jones, Chief of Printing and Forms, allows the steward in that branch six hours a week and Bob Eakes, Chief of Procurement and Supplies, lets the steward in his branch have as much time as he wants.

Sid Owens intends to file a grievance if we don't start giving him as much time to confer with employees as the other stewards have.

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Management Negotiating Team

Date:
In Reply Refer To:

From: Mike Williams, Director
Office of Personnel and Labor Relations

Your Reference:

To: Jane Anderson
Labor Relations Officer

I was at lunch with Tom Adams the other day and we got onto the subject of labor relations. He wanted to know who I thought should be on the department's negotiating team. (His question took me by surprise since I didn't think we had to negotiate with AFSCME for another six months.) I told him I would have an answer for him next week.

It seems to me that you and I ought to be able to handle the negotiations without too much difficulty. Let me know if anyone else should be on the team. If we have more than a couple people on the team we will probably want to brief them on what they should do at the bargaining table and what their roles will be. Please send me a short memo on what such a briefing should cover if you decide there should be more than two people (you and me) on the team.

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Labor-Management Relations Policy and Philosophy

Date:
In Reply Refer To:

From: Mike Williams, Director
Office of Personnel and Labor Relations

Your Reference:

To: Jane Anderson
Labor Relations Officer

I have just seen a copy of the "Guidelines for Government Management in the Organization and Management of Labor Relations," which some of our people received at a training course last month. One of the things which these Guidelines address is labor-management relations policy and philosophy -- which apparently we have not yet formulated.

In view of the increased union activity in the Social Insurance Department, I think it imperative that we formulate and implement a sound labor relations policy. This is the only way we can be sure that all members of the management team approach their labor relations responsibilities in a consistent and uniform manner.

Please send me as soon as possible a comprehensive list of topics or subject areas which you believe should be included in our labor-management relations policy and philosophy.

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Representation Election

Date:
In Reply Refer To:

From: Mike Williams, Director
Office of Personnel and Labor Relations

Your Reference:

To: Jane Anderson
Labor Relations Officer

Since we are faced with a possible union representation election, I would like you to clarify for me the following points:

1. What criteria do the unions (both AFSCME and SEA) have to meet before the State Public Employee Relations Board will order an election? How is it determined whether a union wins or loses the election?

2. Who is responsible for conducting the election? If the agency is responsible, what are some of the technical/administrative details that we should anticipate in setting up the election? Should we get together with the union(s) in setting up the election if we are responsible for conducting it?

3. How should we go about getting the employees to vote in the election? (Maybe we can set up a system whereby each supervisor is responsible for ensuring that each employee, in fact, casts his or her ballot.)

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

MEMORANDUM OF CALL

TO:
Jane

☒ YOU WERE CALLED BY— ☐ YOU WERE VISITED BY—

Mr. Adams

OF (Organization)

☒ PLEASE CALL ⟶ PHONE NO. CODE/EXT.

☐ WILL CALL AGAIN ☐ IS WAITING TO SEE YOU

☐ RETURNED YOUR CALL ☐ WISHES AN APPOINTMENT

MESSAGE

Mr. Adams called about the organizing campaign in Opns. He is thinking of trying to include both OBLS and Opns in the same unit, rather than limiting the unit only to Opns. He wants to know if we can do this, i.e., what criteria would we have to meet. He also wants to know who should be excluded from a unit covering both OBLS and Opns.

RECEIVED BY	DATE	TIME
Tina		

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

ROUTING SLIP

NOTE: Indicate Clearance and/or Approval on Official File Copy (Yellow Tissue)

TO:	NAME	ROOM
1	Jane Anderson	
2		
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- [X] YOUR INFORMATION
- [ ] NOTE AND FILE
- [ ] NOTE AND RETURN
- [ ] PLEASE SEE ME
- [ ] PLEASE CALL ME
- [ ] DRAFT
- [ ] PREPARE REPLY FOR SIGNATURE OF _____
- [ ] APPROVAL OR CLEARANCE
- [ ] YOUR SIGNATURE
- [X] COMMENT
- [ ] AS REQUESTED
- [ ] PER CONVERSATION

REMARKS:

Jane – Re: the attached memo from Perry. This sounds like a problem which AFSCME will want to deal with during negotiations. What are you doing to find out if there are any other problems with the contract that we should get changed? What can we do to find out what other items AFSCME will bring to the bargaining table?

RETURN TO:	NAME	ROOM

- [ ] AFTER MAILING
- [ ] AFTER APPROVAL
- [ ] AFTER REVIEW
- [ ] AFTER RECORDING
- [ ] AFTER _____

DATE	FROM
	Mike Williams

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Negotiations with AFSCME

Date:

In Reply Refer To:

From: Perry Stewart
Pers Off, OMS

Your Reference:

To: Mike Williams, Director
OPLR

In the last week or so two problems with the AFSCME contract have come to light. Specifically, we have had problems interpreting the articles dealing with union representation at the adjustment of a grievance and the assignment of overtime. I think we ought to clean up this language at the next negotiations.

Jane Anderson has been advised of these problems.

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

ROUTING SLIP

NOTE: Indicate Clearance and/or Approval on Official File Copy (Yellow Tissue)

TO:	NAME	ROOM
1	Jane	
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- [XX] YOUR INFORMATION
- [ ] NOTE AND FILE
- [ ] NOTE AND RETURN
- [ ] PLEASE SEE ME
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- [ ] DRAFT
- [ ] PREPARE REPLY FOR SIGNATURE OF _____
- [ ] APPROVAL OR CLEARANCE
- [ ] YOUR SIGNATURE
- [XX] COMMENT
- [ ] AS REQUESTED
- [ ] PER CONVERSATION

REMARKS: Jane -- attached is memo from Simpson re: a SEA request for bulletin boards, conference room, and what not. Do we have to give SEA these things? Since we have been doing business with AFSCME for several years it would seem that AFSCME has a more legitimate claim to these things than does SEA. Personally, I would be reluctant to give anything to either union!

RETURN TO:	NAME	ROOM

- [ ] AFTER MAILING
- [ ] AFTER RECORDING
- [ ] AFTER APPROVAL
- [ ] AFTER _____
- [ ] AFTER REVIEW

DATE	FROM
	Mike Williams

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Request from State Employees Association

Date:

In Reply Refer To:

From: Pat Simpson, Director
Office of Operations

Your Reference:

To: Mike Williams, Director
Office of Personnel and Labor Relations

I have just received a letter from the State Representative of the State Employees Association advising me that SEA will be conducting an organizing campaign in the Office of Operations during the next several weeks. He wants us to let the union have some space on our bulletin boards for their campaign literature. He also wants to discuss with me the "feasibility" of the union having a conference room for after-hours meetings with employees and using the inter-office mail system to distribute union literature to all employees in the department. Oh yes, he also wants permission to distribute SEA literature in the cafeteria during lunch hours.

I would like to get together with you at 2:00 p.m. next Wednesday to discuss this.

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Letter for Director's Signature

Date:
In Reply Refer To:

From: Mike Williams, Director
Office of Personnel and Labor Relations

Your Reference:

To: The Staff
Office of Personnel and Labor Relations

Please review the attached letter which I am preparing for Tom Adam's signature. We'll discuss it in greater detail at next week's staff meeting.

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

To: All Employees
Social Insurance Department

Subject: Normal Working Hours

It has recently come to my attention that some employees of the Social Insurance Department are not adhering to the normal working hours of 9:00 a.m. to 5:30 p.m. I wish to remind all employees that the normal work day begins at 9:00 a.m. and ends at 5:30 p.m., with employees allowed 30 minutes for lunch.

I have asked all supervisors and managers to insure that these hours are followed. In the future, employees will be put in a Leave Without Pay (LWOP) status for the time they are away from their jobs without prior approval from their supervisor.

I regret having to take these steps and I urge all employees to make every possible effort to work a full eight hours a day.

Thomas Adams

Director
Social Insurance Department

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Union organizing campaign in Operations

Date:
In Reply Refer To:

From: Tom Adams, Director
Social Insurance Department

Your Reference:

To: Jane Anderson
Labor Relations Officer

Thru: Mike Williams, Director
Office of Personnel and Labor Relations

Now that we have another organizing situation on our hands, I think it is time to start thinking about what we'll do if either AFSCME or SEA wins the election in the Office of Operations.

Specifically, do we continue to negotiate department-wide personnel policies? If AFSCME wins I am inclined to think perhaps we should. (After all, we've been doing this for some time in Office of Management Services). Maybe we could institute multi-unit bargaining, with the thought in mind that if AFSCME wins in Operations they will probably try to organize the professionals in the Office of Budget and Legal Services.

On the other hand, if SEA wins I think we should insist on negotiating only personnel policies promulgated by Operations. It's just too much of a hassle to consult over and negotiate department-wide personnel policies with every union that comes along.

Let me know in a few days what your thoughts are on this.

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Employee grievances

Date:
In Reply Refer To:

From: Perry Stewart
Pers Off, OMS

Your Reference:

To: Jane Anderson
Labor Relations

Harry Wills (Inter-Office Mail) is having another problem with the steward, Sid Owens. Seems that Sid has filed three or four grievances this week because Harry has not been calling Sid in to be present at the "adjustment" of employee complaints and grievances. Harry maintains that the steward does not have to be present when grievances are settled at the first-line level.

What should I tell him?

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

ROUTING SLIP

NOTE: Indicate Clearance and/or Approval on Official File Copy (Yellow Tissue)

TO:	NAME	ROOM
1	Jane Anderson	
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- [X] YOUR INFORMATION
- [ ] NOTE AND FILE
- [ ] NOTE AND RETURN
- [ ] PLEASE SEE ME
- [ ] PLEASE CALL ME
- [ ] DRAFT
- [ ] PREPARE REPLY FOR SIGNATURE OF _____
- [ ] APPROVAL OR CLEARANCE
- [ ] YOUR SIGNATURE
- [X] COMMENT
- [ ] AS REQUESTED
- [ ] PER CONVERSATION

REMARKS:

Jane – This memo from Perry sounds like it has Labor Relations implications. What do you think?

RETURN TO:	NAME	ROOM

- [ ] AFTER MAILING
- [ ] AFTER RECORDING
- [ ] AFTER APPROVAL
- [ ] AFTER _____
- [ ] AFTER REVIEW

DATE	FROM
	Sam Harris

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Possible discriminatory practices

Date:
In Reply Refer To:

From: Perry Stewart
Pers. Officer, OMS

Your Reference:

To: Sam Harris
EEO

Yesterday Kate Jones, Chief of Printing and Forms in OMS, came in to see me about the "flagrant discriminatory practices in OMS." She alleges that females in OMS are denied promotional and training opportunities comparable to those given to male employees.

She showed me a petition with about 35-40 signatures which she plans to send to the Director. Near as I could tell the petition was signed from women not only in OMS but also from OBLS and Opns. I don't know if she is serious about sending it to Adams, but I wanted to alert you anyway.

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Kate Jones

Date:
In Reply Refer To:

From: Perry Stewart
Pers Off, OMS

Your Reference:

To: Jane Anderson
Labor Relations

The Steward in Printing and Forms is giving Kate Jones a bad time because she didn't consult with him before making overtime assignments. The contract doesn't say she has to consult with him about overtime, but it does say she has the right to assign employees and to insure the efficiency of government operations. I told Kate she was well within her rights in not consulting with the Steward. Am I correct?

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

MEMORANDUM OF CALL

TO:
Jane

☒ YOU WERE CALLED BY— ☐ YOU WERE VISITED BY—

Pete Hamilton

OF (Organization)
OBLS

☒ PLEASE CALL ⟶ PHONE NO. CODE/EXT. _____

☐ WILL CALL AGAIN ☐ IS WAITING TO SEE YOU

☐ RETURNED YOUR CALL ☐ WISHES AN APPOINTMENT

MESSAGE

Pete Hamilton called while you were out. He is having a meeting Monday morning with all his branch chiefs to discuss ways to keep the unions out of OBLS. (He mentioned something about professionals being above union involvement.) He wants to know if you can stop by for a few minutes and talk to the group.

RECEIVED BY	DATE	TIME
Tina		

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

UNITED STATES CIVIL SERVICE COMMISSION

ROUTING SLIP

NOTE: Indicate Clearance and/or Approval on Official File Copy (Yellow Tissue)

TO:	NAME	ROOM
1	Jane Anderson	
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- [X] YOUR INFORMATION
- [ ] NOTE AND FILE
- [ ] NOTE AND RETURN
- [X] PLEASE SEE ME
- [ ] PLEASE CALL ME
- [ ] DRAFT
- [ ] PREPARE REPLY FOR SIGNATURE OF _____
- [ ] APPROVAL OR CLEARANCE
- [ ] YOUR SIGNATURE
- [ ] COMMENT
- [ ] AS REQUESTED
- [ ] PER CONVERSATION

REMARKS:

Jane:

This memo from Kate Jones raises the kind of problem that only a labor relations "expert" can solve. Looks to me like you people goofed when you wrote that overtime provision in the contract. What kind of answer should I give Kate?

RETURN TO:	NAME	ROOM

- [ ] AFTER MAILING
- [ ] AFTER APPROVAL
- [ ] AFTER REVIEW
- [ ] AFTER RECORDING
- [ ] AFTER _____

DATE	FROM
	Bill Wilkes

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Assignment of Overtime

Date:
In Reply Refer To:

From: Kate Jones, Chief
Printing and Forms

Your Reference:

To: Bill Wilkes, Director
Office of Management Services

A problem has arisen between me and Tim Eldon, the union steward, about the way I assign overtime.

For the past two weeks we have been hard pressed to get out all the printing that this department requires. The Office of Operations has in particular made several heavy demands upon our printing capabilities. The only way we can possibly meet these demands is by working overtime at nights and on Saturdays.

In order to maximize the amount of work done during these overtime shifts, I have been giving the overtime assignments to the most productive workers. In other words, overtime goes to the "best qualified employee."

Tim Eldon insists that I should assign overtime equally among all employees. This would be impossible without causing a significant reduction in the amount of work done.

Until I hear differently from you, I am going to continue my practice of assigning overtime to the most productive workers.

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

Memorandum

Subject: Coffee Breaks

Date:

In Reply Refer To:

From: Bob Eakes, Chief
Procurement and Supplies

Your Reference:

To: Jane Anderson
Labor Relations

I've been having some problems in my branch with employees taking anywhere from 15 to 40 minute coffee breaks, instead of the 10 minute break they are supposed to take. Naturally, this has really been hurting production. So, last week I told them that I would tolerate no more than a 10 minute break and that anyone who took more than 10 minutes would get a letter of reprimand put in his official personnel folder.

The steward in my branch, Don Willis, blew sky high when he heard this. He says that employees have always taken about 20-25 minutes because it is impossible to order, pay for, and drink a hot cup of coffee in only 10 minutes. He's madder than a hornet because I didn't consult with him first.

The contract doesn't say anything about coffee breaks, so do I have to consult with him? I should have the right to crack down on abuses like this.

U. S. CIVIL SERVICE COMMISSION
LABOR RELATIONS TRAINING CENTER

MEMORANDUM OF CALL

TO:
Jane

☒ YOU WERE CALLED BY— ☐ YOU WERE VISITED BY—
Pat Simpson

OF (Organization)
Opns

☒ PLEASE CALL ⟶ PHONE NO. CODE/EXT.
☐ WILL CALL AGAIN ☐ IS WAITING TO SEE YOU
☐ RETURNED YOUR CALL ☐ WISHES AN APPOINTMENT

MESSAGE

SEA people are loitering in the hallways and taking up the time of employees who should be working. Branch chiefs are trying to stop this and have had a couple near clashes with SEA people. She wants to know what she should do.

RECEIVED BY	DATE	TIME
Tina		

* U. S. GOVERNMENT PRINTING OFFICE : 1976 O - 970-988